Real Estate Book

of the

West End St. Railway Co.

Containing sketch plans of the parcels of land

belonging to the Company

together with

Copies of the deeds by which the Company

acquired the land

shown thereon

157

Real Estate Book

of the

West End St. Railway Co.

Containing sketch plans of the parcels of land owned by the Company,

together with

Copies of the deeds by which the premises were acquired and of other deeds referring to Restrictions or other Encumbrances thereon.

Boston,

March, 1890.

From the Office of

Hayes and Williams.

39 Court St. Boston.

Attorneys-at-Law.

Location of Land.

Location of Land

Lodge Road

Harrington Avenue and Lansdowne Dr. 10

Lodge Road

Harrington Avenue and Alpond Dr. 12

Harrington and Cornish Drs. 18

Northumberland Dr. and Tremont Dr. 24

Cross Boston

Wentworth and Boylen Drs. 41

Bunker Hill Avenue, Lexington Ave. and Lenfant Avenue 51

[illegible] and Thomas Drs. ..... [illegible]

Appleton and Washington Drs. ..... [illegible]

Washington and Irving Drs. ..... [illegible]

Washington Ave. and Tremont Dr. ..... [illegible]

Franklin Park

Franklin, Lexington and Lincoln Drs. 60

Thomas and Fr Drs. 65

Fowle, Second Fr and O Drs. ..... [illegible]

Dorchester

(Continued)

Chartersroom

Mansfield, Mossymillion and Shelford Pks---------- 515.

Mossymillion and Chesham Pks---- ---- ------ ..

Mansfield Park, Coldmilne Pk and Solmo Pk----------185.

Mossymillion Pk----------184.

Tarns Hill Park, Mossy Crescent Park----------183.

Bampton Hill and Scarbrills Pks----------518.

Bampton Hill Sullinden and Moat Pks----------550.

Manor Pk Upper Park and Downmere Pk----------

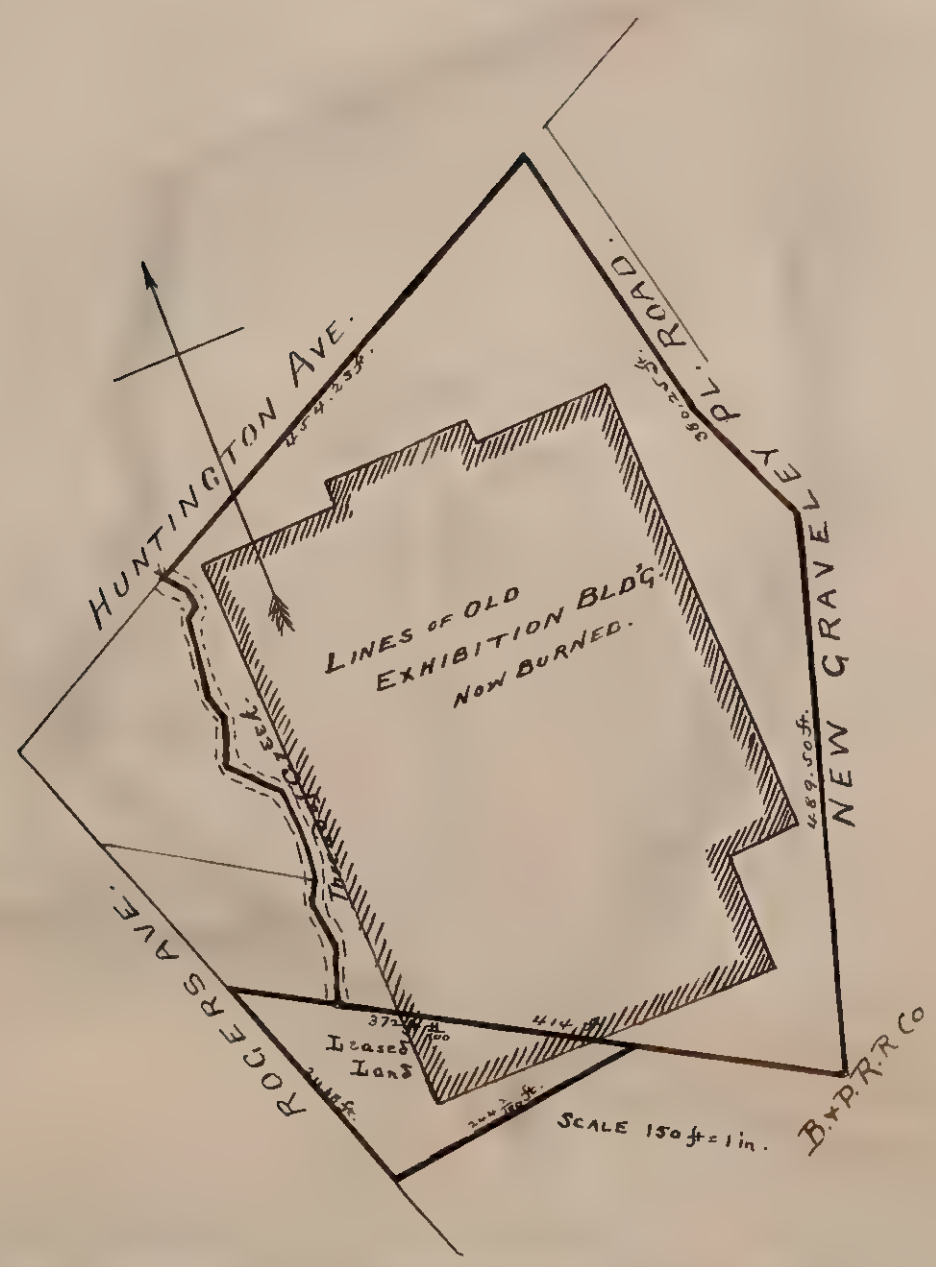
Bridgeton Park

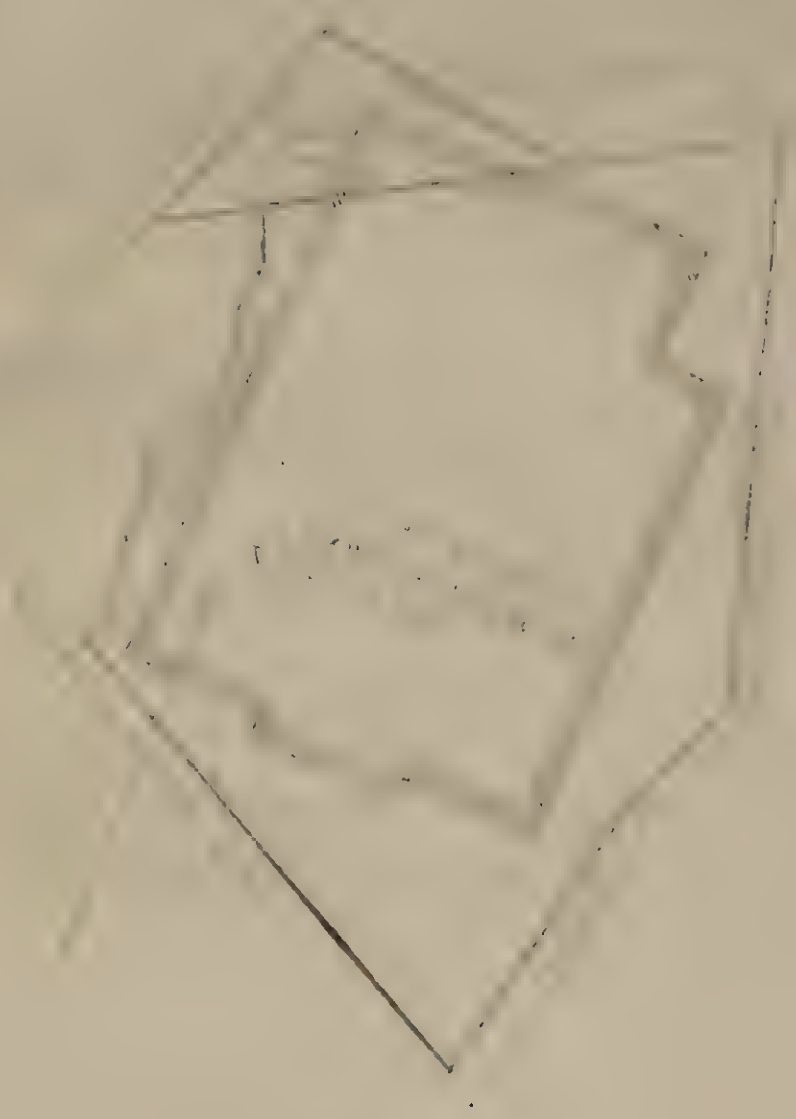
Hoadwood School Dormitory and Mr Hughes

Old Technical Comp. --------

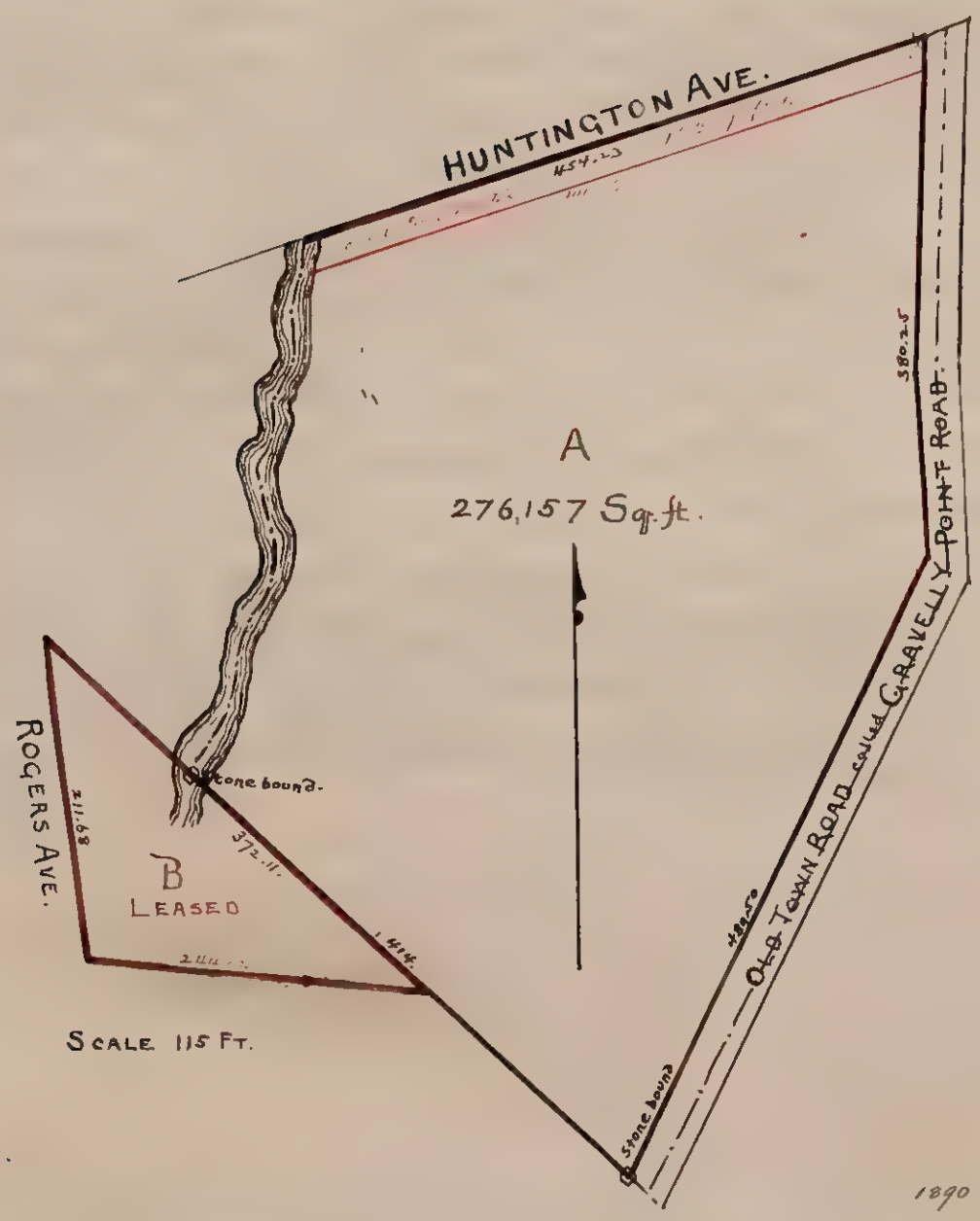
Cambridge (continued)

Huntington and Rogers Aves.





Huntington and Rogers Avenues



A. 276,157. 1.50 $ 414,235.50

1890 B.

Suffolk 1705.153 James Edwards to Metropolitan R.R. Co. Lot A

This conveys all grantors rights in Gravelly Point Road, including (probably) fee in ½ road and rights of way over all. page 3.

1519.473 Indenture of Lease Boston & Providence R.R. Co to N.E. Manufacturers Institute. Lot B. " 4.

1697.335 Assignment Horatio Willington & John M. Little, assignees to James Edwards. " 5

1705.145. Indenture between James Edwards & Boston & Providence R.R. Co. modifying and ratifying 1519.473. " 6

1705.151 James Edwards to Metropolitan R.R. Co, assignment of Lease " 7

1705.154 Mortgage Metropolitan R.R. Co to James Edwards. " 8

1787.64 Assignment James Edwards to Boston Safe Dep & Trust Co. of Mort. 1705.154. " 9

See plan Theo. B. Mosis May 10 1880. Lib 1497.565 Plan Book page 1.

" " Crafts & Forbes Oct. 23 1880 " 1519.474 " " " 2

1705.153

Know all men by these presents, that I, James Edwards of Quincy in the County of Norfolk and Commonwealth of Massachusetts

in consideration of three hundred thousand dollars

paid by the Metropolitan Railroad Company

a corporation duly established ~~in Boston in the County of Suffolk and Commonwealth aforesaid by the authority of said Commonwealth under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company,

A certain parcel of land with the buildings thereon situated on **Huntington Avenue** in said **Boston** and **bounded** as follows, viz;

Beginning at the Southerly corner thereof at a stone bound at land of the Boston and Providence Railroad Company and thence running Northerly four hundred eighty nine and 50/100 feet, more or less and then a little West of North three hundred eighty and 25/100 feet more or less, both courses by an old town way sometimes called Gravelly Point Road to Huntington Avenue then South westerly by said Avenue four hundred fifty four and 23/100 feet to the thread of a creek separating the granted premises from land now or late of Hannah H. Drew and of the Boston Water Power Company thence more or less Southerly by the thread of said Creek to a stone bound at land of the Boston and Providence Railroad Company then Southeasterly by land of said Railroad Company four hundred and fourteen feet to the stone bound begun at.

Together with all grantors rights and interest in said old town way - Containing two hundred and seventy six thousand one hundred and fifty seven square feet. (276.157) according to a plan of grantors land made by Theo B. Moses dated May 10 1880 and recorded with Suffolk Deeds Libro 1497 folio 565 be said contents more or less.

Being all of the premises conveyed to grantor by Hannah H. Drew by deed dated February 21 1880 and recorded with said Suffolk Deeds Libro 1484 folio 129 except so much as is now within the limits of said Avenue, and being a part of the premises conveyed to grantor by Percival L. Everett, Trustee, by deed dated January 27 1879 and recorded with said Suffolk Deeds Libro 1448 fol 267

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its assigns, to its and their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee and its assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Sarah E. N. Edwards wife of said James, do hereby release unto the said grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said James Edwards and Sarah E. N. Edwards have hereunto set our hands and seals this fifteenth day of December in the year one thousand eight hundred and eighty five

Signed and sealed in presence of &c

James Edwards (Seal)

Sarah E. N. Edwards (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston December 15. 1885. Then personally appeared the above-named James Edwards and acknowledged the foregoing instrument to be his free act and deed before me —

Lewis S. Dabney, Justice of the Peace.

December 15 1885, h m. M. Received and entered with Suffolk Deeds, libro 1705 folio 158

Attest: Thos. F. Temple Register.

This Indenture made this Twenty sixth day of November in the year of our Lord one thousand eight hundred and eighty, by and between The Boston and Providence Railroad Company, a Corporation duly established by law and having a usual place of business in Boston in the County of Suffolk, and Commonwealth of Massachusetts, and The New England Manufacturer's and Mechanics' Institute, a Corporation duly established by law and having a usual place of business in said Boston, Witnesseth, That the Boston and Providence Railroad Company, in consideration of the covenants herein contained on the part of the New England Manufacturer's and Mechanics Institute, does hereby lease, demise and let unto the said New England Manufacturers' and Mechanics Institute, a certain tract or parcel of land situate in said Boston, and bounded and described as follows, beginning at a point on Roger's Avenue at land of Potter and Estabrooks; thence running Southeasterly three hundred and seventy two and 11/100 ths. (372.11) feet on land of Potter and Estabrooks, in part and in part on land leased by James Edwards to said Institute; thence running Westerly on other land of said Boston and Providence Railroad Company two hundred and forty four and 2/10 ths (244.02) feet to Rogers' Avenue; thence running Northerly on said Rogers' Avenue two hundred and eleven and 68/100 ths (211.68) feet to the point of beginning. Being a triangular piece of land and containing Twenty four thousand three hundred and eighty two (24,382) square feet of land, as shown on a plan of land drawn by Crafts and Forbes, Civil Engineers, dated Oct. 23. 1880 to be recorded herewith. To have and to hold the said described land and premises to the said New England Manufacturers' and Mechanics Institute, its successors and assigns, for the term of twenty years (20 years) from the day of the date hereof, and with the right in and to said New England Manufacturers' and Mechanics' Institute, its successors and assigns to hold said land and premises for the further term of ten (10) years from and after the expiration of said term of twenty (20) years; if electing so to hold the same and upon giving the notice hereinafter provided. Yielding and paying as rent therefor all sums levied or assessed in respect of said premises for in the nature of taxes or assessments of any nature which shall become due and payable while this lease or any extension thereof, as herein provided, shall continue, including in taxes and assessments payable as rent all betterments burdens and liabilities whether in the nature of taxes and assessments now being or customarily assessed or of any other kind or description which may be imposed upon said premises or accrue against the lessor by reason of its ownership thereof, so that during the term of this lease or the extension thereof the lessor shall be under no liability or expense by reason of such ownership. The said lessee for itself, its successors and assigns, covenants with the said lessor, its successors and assigns, that it and they shall pay the rent as aforesaid; that they will make no use of said demised premises except such as is authorized and comprehended by the terms of the Charter of Incorporation granted to said lessee, and to quit and deliver up the premises to the said lessor or its Attorney peaceably and quietly at the end of said term or terms, as the case may be, and that said lessor may enter to view, and make improvements and to expel said lessee if it shall fail to pay the rent as aforesaid, or make or suffer to be made any breach of the covenants herein contained.
It is mutually covenanted by and between the parties hereto, their successors and assigns, that the said lessee its successors and assigns, shall have the right to remove from the demised premises any buildings, structures and fixtures of any kind whatsoever, that the said lessee, its successors and assigns, shall erect upon or affix to said premises, which said buildings, structures and fixtures are hereby declared to be the property of said lessee, its successors and assigns. Provided however, that the said buildings, structures and fixtures shall be removed within said term of twenty (20) years or said additional term of ten (10) years, as the case may be, and if not so removed shall become the property of said lessor, its successor and assigns. It is further mutually covenanted by and between the parties hereto, their successors and assigns, that a notice in writing by the said lessee, its successors or assigns of the election of said additional term of ten (10) years hereinbefore provided and delivered to said lessor or addressed to it at Boston and <u>and</u> deposited in the Post Office in Boston at least three (3) months before the expiration of said twenty (20) years, shall be a sufficient notice of such election, and upon such notice being given, this lease shall be thereupon extended for said additional term of ten (10) years. Provided however, if the said lessor, its successors, or assigns, shall within one year before the expiration of said period of twenty (20) years direct said lessee, its successors or assigns to send such other notice to any other or different address, such directions shall be followed and notice sent accordingly, and shall be of the same effect as if sent as herein before provided. In witness whereof, the said Boston and Providence Railroad

company has caused these presents to be signed and its corporate seal to them affixed by Henry A. Whitney its President thereto duly authorized, and the said New England Manufacturers' and Mechanics' Institute has caused these presents to be signed and its corporate seal to them affixed by John F. Wood, its Treasurer thereto duly authorized, the day, month and year first above written.

Boston & Providence Railroad Corporation
by Henry A. Whitney President & corporate seal

New England Manufacturers and Mechanics' Institute
by Jno F. Wood Treasurer & corporate seal

Signed, sealed and delivered in presence of B. B. Torrey

Commonwealth of Massachusetts, Suffolk ss. January 4th A. D. 1881.
Then personally appeared the above-named Henry A. Whitney and acknowledged the foregoing instrument to be the free act and deed of the Boston and Providence Railroad Company, and the above-named John F. Wood and acknowledged the foregoing instrument to be the free act and deed of the New England Manufacturers and Mechanics Institute, before me
Frederick W. Griffin
Justice of the Peace.

April 1. 1881, at eleven o'clock and twenty minutes A. M. Received Entered and Examined.
Attest Thos. F. Temple Reg.

Libro 1519, page 473.

1697-335

5

Know all men by these presents, that we Horatio Wellington and John M. Little assignees of the New England Manufacturers and Mechanics Institute, insolvent corporation in consideration of Thirteen thousand two hundred dollars to them ~~dollars~~ paid by ~~the~~ James Edwards, of Quincy in the County of Norfolk ~~a corporation established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said~~ hereby transfer assign and set over to said James Edwards and his assigns all the right, title and interest in a certain lease made by said James Edwards to said New England Manufacturers and Mechanics Institute dated February seventeenth A. D. 1885 recorded with Suffolk Deeds, Lib 1674 fol 257 and also in a certain other lease made by The Boston and Providence Railroad Company to the said New England Manufacturers and Mechanics Institute dated November twenty sixth A. D. 1880 and recorded with Suffolk Deeds, Lib. 1519 fol 473 vested in us as assignees as aforesaid by an assignment from the Judge of Insolvency for the County of Suffolk dated July 23. A. D. 1885

~~**To have and to hold** the above released premises, with all the privileges and appurtenances thereto belonging, to the said and assigns, to their use and behoof forever.~~

~~And hereby, for and heirs, executors, and administrators **covenant** with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall **warrant and defend** the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.~~

In witness whereof we ~~the said~~ have

hereto set our hands and seals this nineteenth day of October ~~in the year one thousand eight hundred and~~ A. D. 1885

~~Signed and sealed in presence of~~

John Mason Little + a seal
Horatio Wellington + a seal
} assignees

~~Commonwealth of Massachusetts~~ Suffolk ss. October 19th 1885. Then personally appeared the above-named John M. Little & Horatio Wellington Assignees as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me —

A. S. Wheeler Justice of the Peace.

October 19. 1885, 12 h 5 m P. M. Received ~~and~~ entered with Suffolk Deeds, libro 1697 folio 335.

Attest: Thos. F. Temple Register.

1705.145

This Indenture made this eleventh day of December A. D. 1885 by and between the Boston and Providence Railroad Company, of the first part, and James Edwards of Quincy, of the second part, Witnesseth, That whereas, said party of the first part executed and delivered to the New England Manufacturers and Mechanics Institute a certain lease dated November 26. 1880, and recorded with Suffolk Deeds, Lib. 1519 fol. 473 And whereas the assignees in insolvency of said New England Manufacturers and Mechanics Institute, duly elected to accept and hold under said lease and thereafterwards executed and delivered to said James Edwards a written assignment of said lease dated October 19. 1885 and recorded with Suffolk Deeds. Lib. 1697 fol 335. Now therefore said Boston and Providence Railroad Company and said Edwards, in consideration of one dollar paid by each to the other, do hereby mutually agree to modify said lease as follows: by striking out from such lease the following words, occurring immediately after the lessee's covenant to pay rent therein contained, namely: "That they will make no use of said demised premises except such as is authorized and comprehended by, the terms of the Charter of Incorporation granted said lessee" and to insert in place thereof in said lease, the following words, namely, "That it and they will not make nor allow to be made any unlawful or improper use of said premises. And the said Boston and Providence Railroad Company hereby ratifies and confirms the said lease as modified as aforesaid as a valid existing lease between it and the said Edwards, and the said Edwards hereby agrees to be bound by, and to perform all the covenants of the lessee contained in said lease as hereby modified.

In Witness whereof the Boston and Providence Railroad Company has caused these presents to be signed and its corporate seal to be affixed by Henry A. Whitney, its President thereto duly authorized, and the said James Edwards has hereto set his hand and seal on the day and year first above written.

The Boston and Providence Rail Road Corporation
by Henry A. Whitney, President and the corporate seal.

James Edwards and a seal

In presence of B. B. Torrey to H. A. W.
B. B. Torrey to J. E.

Commonwealth of Massachusetts.

Suffolk ss. Boston Dec. 12. 1885 Then personally appeared the above-named James Edwards and acknowledged the foregoing instrument to be his free act and deed. Before me,

Edwd. C. Shepard.
Justice of the Peace

December 12. 1885 at two o'clock and twenty-five minutes P. M.
Received, Entered and Examined

Attest Thos F. Temple Reg.

Libro 1705, page 145.

This Indenture made this fifteenth day of December A. D. 1885 by and between James Edwards of Quincy, of the first part and the Metropolitan Railroad Company of the second part, witnesseth; That whereas the Boston and Providence Railroad Company executed and delivered to the New England Manufacturers and Mechanics Institute a lease of land on Rogers Avenue, so called, in Boston, dated November 26 1880 and recorded with Suffolk Deeds Lib 1519 fol 473. And whereas the assignees in Insolvency of said Institute lawfully elected to accept and hold under said lease, and thereafter wards executed and delivered to said Edwards, a written assignment of said lease, dated October 19 1885 and recorded with Suffolk Deeds Lib 1697 fol 335 and also executed and delivered to said Edwards a confirmatory assignment thereof dated December twelfth A. D 1885 in pursuance of a license from the Judge of the Court of Insolvency of Suffolk County And whereas said Boston and Providence Railroad Company and said Edwards executed an agreement dated December eleventh, 1885. modifying said lease in certain respects, and ratifying and confirming the same.

Now therefore the said James Edwards in consideration of one dollar to him paid by the Metropolitan Railroad Company, and in further consideration of the covenants of said Company hereinafter contained hereby assigns, transfers, and sets over unto the said Metropolitan Railroad Company at its successors and assigns, the aforesaid lease, the premises thereby demised, and all right, title and interest in or under the same.

To Have and To Hold said premises for the residue of the term of said lease and any extension thereof. And the said Metropolitan Railroad Company hereby covenants with the said James Edwards well and truly to pay the rent which may hereafter become due, according to the terms of said lease, and to perform all the covenants and stipulations in said lease contained as modified which are to be performed on the part of the lessee.

In witness whereof the said James Edwards has hereunto set his hand & seal and the said Metropolitan Railroad Company has caused these presents to be signed and its corporate seal to be affixed by C. A. Richards, its President, thereunto duly authorized on the day and year first above written.

In presence of James Edwards (Seal)

Commonwealth of Massachusetts

Suffolk s.s. Boston December 15 1885. Then personally appeared the above named James Edwards and acknowledged the foregoing instrument to be his free act and deed. Before me,

Lewis S Dabney, Justice of the Peace.

December 15 1885 at twelve o'clock and forty five minutes P.M. Received, Entered and Examined.

Attest, Thos. F. Temple. Reg.

Know all Men by these Presents, That the **Metropolitan Railroad Company**, a Corporation duly established in Boston, in the County of Suffolk and Commonwealth of Massachusetts, by the authority of said Commonwealth, in consideration of the sum of two hundred and fifty thousand dollars to it paid by **James Edwards** of Quincy in the County of Norfolk and Commonwealth aforesaid, the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said **James Edwards** a certain parcel of land with the buildings thereon situated on **Huntington Avenue** in said **Boston**, and **bounded** as follows, viz;

Beginning at the Southerly corner thereof at a stone bound at land of the Boston and Providence Railroad Company and thence running Northerly four hundred and eighty nine and 50/100 feet more or less, and then a little West of North three hundred eighty and 25/100 feet more or less, both courses by an old town way sometimes called Gravelly Point Road to Huntington Avenue, then Southwesterly by said Avenue four hundred fifty four and 23/100 feet to the thread of a creek separating the granted premises from land now or late of Hannah H. Drew and of the Boston Water Power Company, thence more or less Southerly by the thread of said creek to a stone bound at land of the Boston and Providence Railroad Company then Southeasterly by land of said Railroad Company four hundred and fourteen feet to the stone bound began at.

Together with all the grantor's rights and interest in said old town way, containing two hundred and seventy six thousand one hundred and fifty seven square feet, according to a plan of said Edwards' land made by Theo. B. Moses dated May 10 1880 and recorded with Suffolk Deeds, Libro 1497 folio 565 be said contents more or less. Being the same premises conveyed to the said grantor by the sand grantee by deed of even date and to be recorded herewith.

To Have and To Hold the above granted premises with all the privileges and appurtenances there to belonging to the said **James Edwards**, and his heirs and assigns to his and their use and behoof forever. And the said grantor for itself and its assigns does covenant with the said grantee, and his heirs and assigns, that it is lawfully seized in fee simple of the aforegranted premises, that they are free from all incumbrances that it has good right to sell and convey the same to the said grantee and his heirs and assigns forever as aforesaid, And that it will, and its assigns shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

Provided nevertheless that if the said grantor, or its assigns shall pay unto the said grantee, or his executors, administrators or assigns, the sum of two hundred and fifty thousand dollars in twenty years from the day of the date hereof, with interest on said sum at the rate of four per centum per annum, during said term, and for such further time, as the principal sum or any part thereof remains unpaid, payable semiannually, and until such payment, shall pay when due, and without charge to grantee or his heirs, executors, administrators or assigns all taxes and assessments to whomsoever levied or assessed on the granted premises, including those assessed upon the interest and estate therein of the said grantee or his representatives or assigns, and all taxes levied or assessed upon the debt hereby secured, or any portion thereof, or in default thereof shall on demand pay to grantee, or his executors, administrators or assigns all such sums as they shall reasonably pay for such taxes and assessments with interest, and shall not commit or suffer any strip or waste of the granted premises or any breach of any covenant herein contained, then this deed as also one certain draft bearing even date with these presents, drawn by C. A. Richards the president of said grantor, upon the said grantor, and accepted by Charles Boardman its Treasurer, in behalf of the grantor, and approved by two of its directors, for the payment of said sum and interest at the times aforesaid, shall both be absolutely void.

But upon any default in the payment of the money abovementioned, or the interest that may accrue thereon or any part thereof, or in the performance of any other of the conditions of this deed, or upon breach of any covenant herein contained it shall be lawful for the grantee or his executors, administrators or assigns to sell and dispose of the granted premises or such portion thereof as may remain subject to this mortgage, in case of any partial release, with all improvements that may be thereon at public auction, such sale to be in said Boston, without further notice or demand, except giving notice of the time and place of sale once in each of three successive weeks, in any newspaper published in the County of Suffolk aforesaid, and in his or their own names or as attorney of the grantor, for that purpose by these presents duly authorized to convey the premises sold absolutely and in fee simple to the purchaser or purchasers accordingly, and out of the money arising from such sale to retain all sums then secured by this deed, whether then or thereafter payable) together with interest and all costs charges and expenses incurred or sustained by grantee or his assigns by reason of any failure or default in the performance or fulfilment of the condition of this deed, or any covenant or agreement herein contained, paying the sur-

plus, if any, to said grantor or its assigns. And such sale shall forever bar the said grantor, and all persons claiming under it from all right and interest in the premises, at law or in equity. And it is mutually agreed that the said grantee or his executors, administrators, or any person in his or their behalf, may purchase at any such sale, and that no other purchaser shall be answerable for the application of the purchase money; also, that, in case any sale shall be made as aforesaid the grantor, or its assigns, will, upon request, execute and deliver, such further deeds or instruments, if any, as may be necessary or proper to confirm such sale and to vest a perfect title to the premises sold in the purchaser thereof. also, that until default in the performance of the condition of this deed the grantor and its assigns may hold and enjoy the granted premises and receive the rents and profits thereof. and it is also mutually agreed that at any time or times after the lapse of the first ten years after the date of this instrument, the grantee or his heirs, executors, administrators or assigns, shall make execute and deliver to the grantor or its assigns good and sufficient releases of portions of said mortgaged premises whenever said grantor or its assigns shall demand the same in writing, and pay or tender payment for the land required to be released as follows, namely; At the rate of three dollars per square foot for such portions of said land as bound on Huntington Avenue and extend one hundred and twelve feet or less Southerly therefrom, and at the rate of one dollar and fifty cents per square foot for any other part or parts of said land, and such payments shall be endorsed upon said draft. And it is also mutually agreed that whenever within twenty years from the date of this instrument the foregoing condition for payment of taxes shall by reason of any change of the law of this Commonwealth respecting taxation render said grantor or its assigns liable to pay taxes levied or assessed upon a total valuation in excess of that of the whole land hereby granted, and the structures thereon and affixed thereto, the said grantor or its assigns shall have the right to pay the principal sum then unpaid, the accrued interest thereon, and such other sums at it is then liable to pay under this instrument. and upon such payment or tender thereof said grantee or his representatives or assigns shall make a full discharge of this mortgage and surrender up said draft.

In witness whereof, the Metropolitan Railroad Company aforesaid has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Calvin A. Richards its President, thereto duly authorized this fifteenth day of December in the year of our Lord eighteen hundred and eighty five.

In presence of &c &c

Metropolitan R R. Co.
by C. A. Richards President.
Countersigned by,
Charles Boardman, Treasurer

(Corporate Seal)

Commonwealth of Massachusetts

Suffolk. ss. Boston 15th December 1885. Then personally appeared the above named C. A. Richards and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Railroad Company. Before me,

Lewis S. Dabney, Justice of the Peace.

Votes

At a special meeting of the Directors of the Metropolitan Railroad Company duly held upon the fifteenth day of December, 1885, the deed of James Edwards to the Metropolitan Railroad Company dated December 15 1885 of land on Huntington Avenue in Boston containing two hundred and seventy six thousand one hundred and fifty seven (276.157) square feet, for the consideration of three hundred thousand dollars ($300.000) and also a draft dated December 15 1885 drawn upon said Company by its President, C. A. Richards for the sum of two hundred and fifty thousand dollars ($250.000) and payable to the order of James Edwards in twenty years from its date with interest at the rate of four per centum per annum, payable semiannually, and also a deed of mortgage of said land of even date with said deed from said Company to said James Edwards to secure the payment of the sum named in said draft according to the tenor thereof, and said draft all having been exhibited and read the following votes were passed, namely, **Voted** That the Treasurer Charles Boardman be authorized to accept the delivery of said deed of James Edwards to said Company on its behalf. **Voted** That the President C. A. Richards be authorized to sign said deed of mortgage in the name of the Company and affix there to its corporate seal, and acknowledge it as the free act and deed of the Company, and that the Treasurer Charles Boardman be authorized to accept said draft in the name of the Company and to countersign said deed of mortgage, and upon the delivery of said deed to deliver to said James Edwards said draft and said deed of mortgage in part payment of the consideration of said deed and to pay to him the balance of said consideration, namely the sum of fifty thousand dollars

Attest. W. P. Harvey, Secretary

Mass Cent ——— December 15 1885 at twelve o'clock and forty five minutes

Received, Entered, and Examined. Attest Thos. F. Temple. Reg.

1787-64

5

Know all Men by these Presents, That I, James Edwards of Quincy Massachusetts, the mortgagee in and the owner of a certain mortgage given by the Metropolitan Railroad Company a corporation duly established by Law, to me dated December 15th A.D. 1885 and recorded with Suffolk County Deeds libro 1705 folio 154 in consideration of one dollar paid by the Boston Safe Deposit and Trust Company the receipt whereof is hereby acknowledged do hereby assign, transfer and set over unto the said Boston Safe Deposit and Trust Company the said mortgage deed, the real estate thereby conveyed and the note and claim thereby secured. To have and to hold the same to the said Boston Safe Deposit and Trust Company and its assigns to their own use and behoof forever, subject nevertheless to the conditions therein contained and to redemption according to law.

In witness whereof I have to set my hand and seal this first day of September A.D. 1887.

James Edwards (Seal)

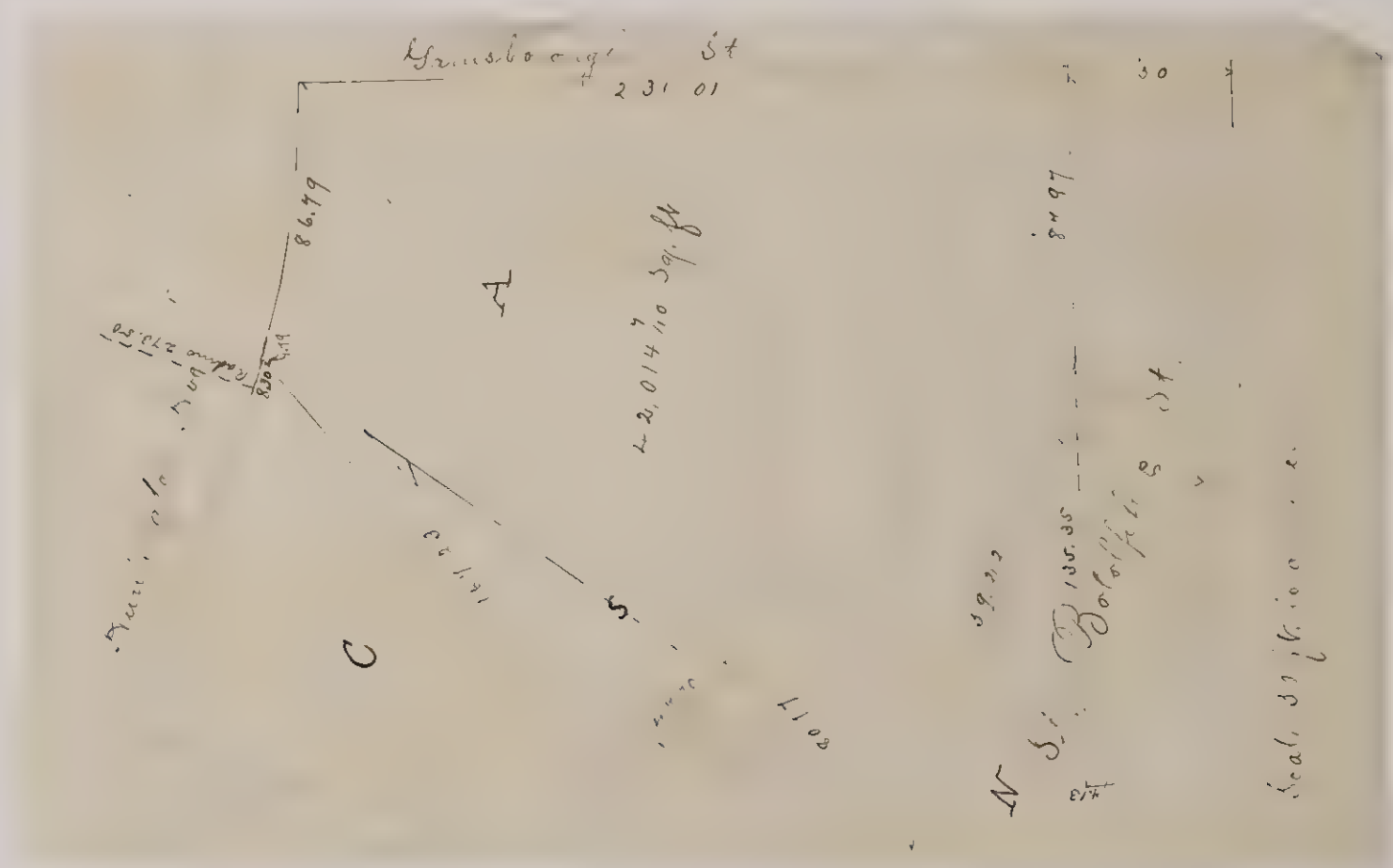
~Commonwealth of Massachusetts~

Suffolk S.S. Boston September 1st 1887 Then personally appeared the above named James Edwards and acknowledged the foregoing instrument to be his free act and deed, before me Henry G. Nichols. Justice of the Peace.

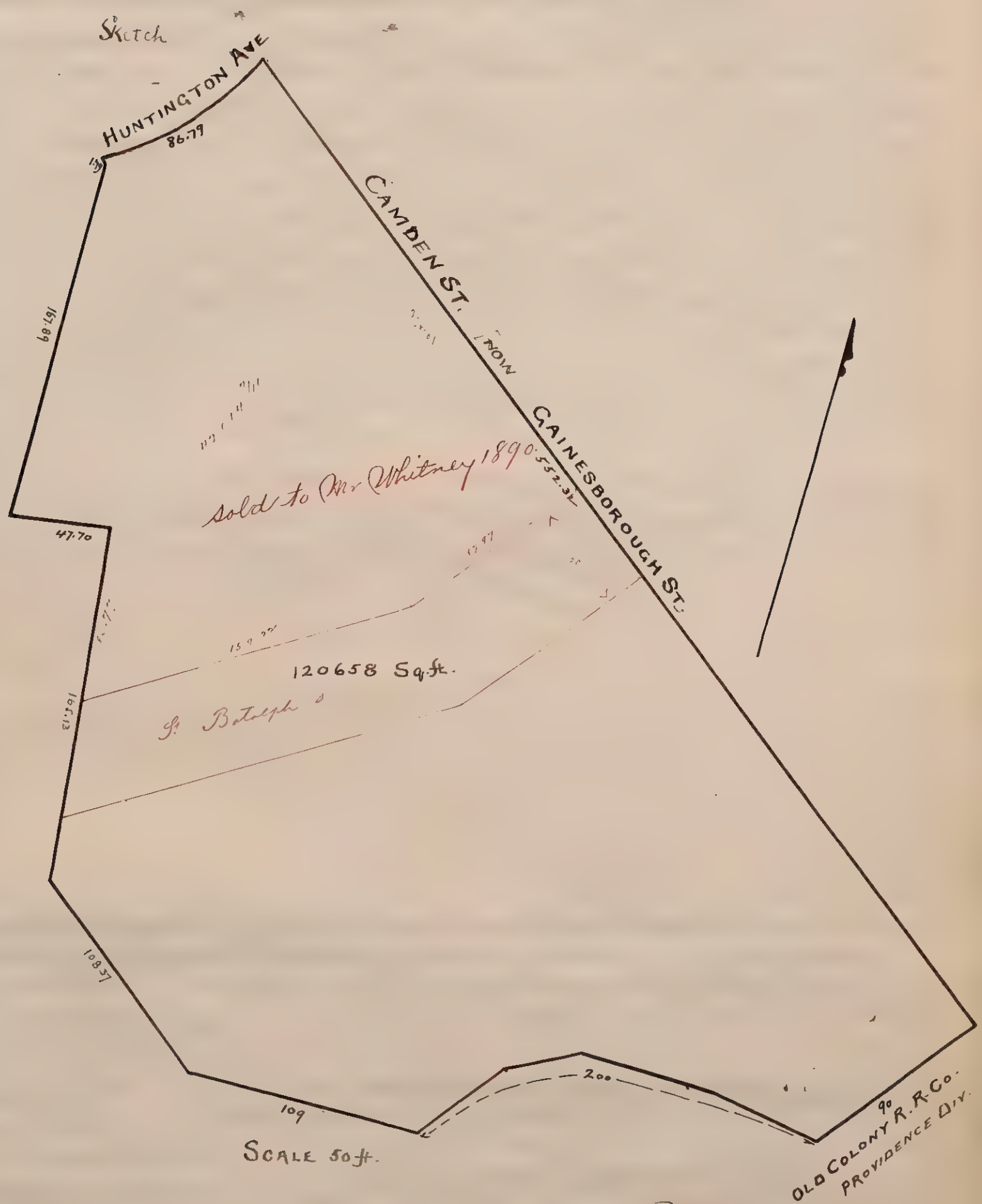
September 1st 1887 at one o'clock P.M. Received, Entered and Examined,
Attest Thos. F. Temple Reg.

Back Bay, Huntington Ave and Gainsborough St.

Part of
Plan of Lands
belonging to Boston Water Power Co.
100 ft = in Fuller & Whitney, Surv.
June 12, 1883
Suffolk Deds, 1604 End.


Grinsborough St
231 01
86.79
A
2,014,10 Sq. ft
C
B
N
30
87.97
St.

Huntington Av & Gainsborough St.



1609.559 Henry M Whitney & Metropolitan R.R. Co. page 12
Plan Fuller & Whitney 1604 and see preceding page
cf. Plan Book page 4

A 120,656 1. 120,656.
1890 B

A

1609-559

Know all men by these presents, that I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts in consideration of One dollar and other valuable considerations to me ~~dollars~~ paid by the Metropolitan Railroad Company ~~established~~ duly organized under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and located at ~~Boston~~ in the County of Suffolk the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Metropolitan Railroad Company and its assigns a certain parcel of land situated in that part of said Boston formerly Roxbury and described as follows viz.

northeast on Camden Street five hundred fifty two and 32/100 (552 32/100) feet: South east on the Boston and Providence Railroad ninety (90) feet; North and southeast on an irregular line formerly the thread of a creek two hundred (200) feet South again on land of persons unknown one hundred nine (109) feet; South west one hundred eight and 37/100 (108 37/100) feet west one hundred sixty five and 13/100 (165 13/100) feet and south forty seven and 7/10 (47 7/10) feet all on land formerly of James M. Cook: west on land formerly of Crafts and Hathaway and later of Ira L. Moore one hundred sixty seven and 89/100 (167.89/100) feet south west on the same land one and 79/100 (1 79/100) feet, and northwest nearly north on Huntington Avenue eighty six and 79/100 (86 79/100) feet on a curved line;- containing one hundred twenty thousand six hundred fifty eight (120658) square feet and being lot marked one A (1A) on a plan made by Fuller and Whitney Surveyors dated June 12th 1883 and recorded with Suffolk Deeds at the end of Lib 1604.

This conveyance is made subject to the rights of the City of Boston as to grading Camden Street under deeds to it recorded as aforesaid Lib 1404 fol 222, 225, 225 and 233 respectively and as to grading Huntington Avenue under deeds to it recorded as aforesaid Lib 1535 fol. 116 and 118.

For my title see said Deeds Lib 1606 fol. 299 and 302

To have and to hold the above released premises, with all the privileges and appurtenances thereto ~~thereto~~ belonging, to the said Metropolitan Railroad Company and its assigns, to its ~~&~~ their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the said grantee and its assigns that the premises are free from all incumbrances made or suffered by me, except as aforesaid

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me except as aforesaid but against none other.

And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof I the said Henry M. Whitney, and I Margaret F. G. Whitney wife of said Henry M. in token of my release of all right & title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this 4th day of September in the year of our Lord one thousand eight hundred and eighty three

Signed and sealed in presence of &c

Henry M. Whitney (Seal)

Margaret F. G. Whitney (Seal)

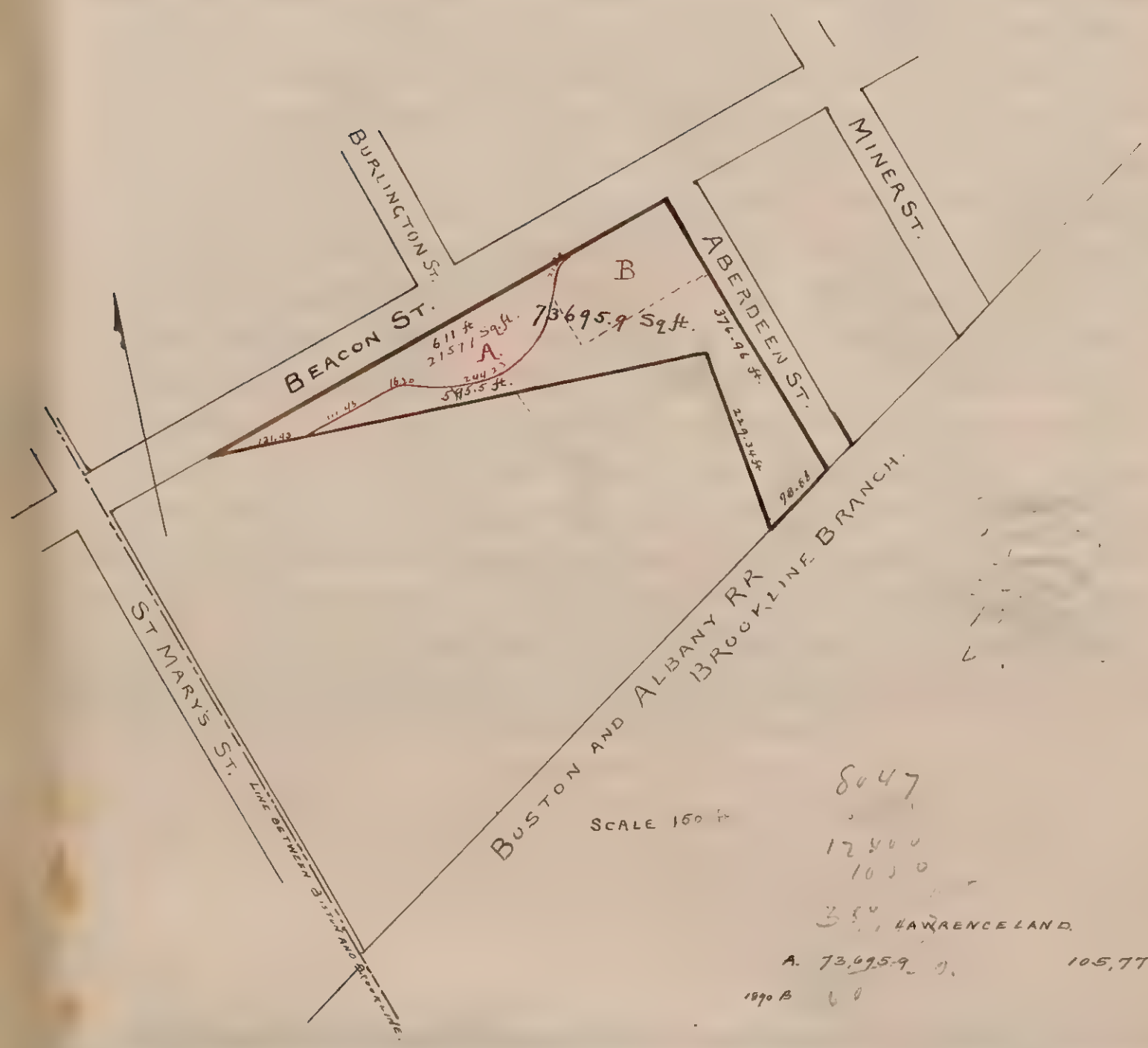
Commonwealth of Massachusetts. Suffolk ss. Boston September 7th 1883. Then personally appeared the ~~above~~ within-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

James R. Carret Justice of the Peace.

September 7 1883, 1h 23m M. Received and entered with Suffolk Deeds, libro 1609 folio 559

Attest: Thos. F. Temple. Register.

Beacon St. Aberdeen St and B. & A. R.R.



8047
12500
1050
3.5% LAWRENCE LAND.
A. 73,695.9 105,777.45
1890 B

Suffolk 1811.612. Henry M. Whitney to West End St. Ry. page 14

Subject to mortgage 1759.8 due Feb. 1 1890.

See plan J. F. Fuller Aug. 25 1871 recorded Lib 1066 fol 180

See Plan Book page 10

1773.203 Henry M. Whitney to City of Boston. page 15

See plan Feb 11 1887 City Surveyor. Plan L-1983.

See Plan Book page 11.

Lot B is subject to restrictions as to its use in force until

Jan. 1. 1907. See Indenture Suffolk 1805.145.

1811-612

14

Know all men by these presents, that I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts

in consideration of One (1) dollar and other valuable considerations to me ~~dollars~~

paid by the West End Street Railway Company

duly established under the laws of said ~~the~~ Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby a corporation

remise, release and forever quitclaim unto the said West End Street Railway Company a certain parcel of land situate on Beacon Street and Aberdeen Street in that part of Boston in the County of Suffolk and said Commonwealth formerly a part of said Brookline and bounded North west on Beacon Street six hundred and eleven (611) feet, North east on Aberdeen Street three hundred and seventy six and 76/100 (376.76/100) feet South east on the Brookline Branch Railroad ninety eight and 86/100 (98 86/100) feet, West on land formerly of Benjamin Goddard two hundred and twenty nine and 34/100 (229 34/100) feet and South on the same land five hundred and ninety five and 9/10 (595 9/10) feet; containing seventy three thousand six hundred and thirty square feet more or less and being shown on a plan by J. Franklin Fuller Civil Engineer and Surveyor dated Aug 25. 1871 and entered with Suffolk Deeds Libro 1066 folio 180. (Being the same premises conveyed to me by Sarah E. Laurence by deed dated February 1st 1887 and recorded with Suffolk Deeds in Book 1759 page 7. Said premises are hereby conveyed subject to a mortgage given by me to said Sarah E. Laurence to secure the payment of forty thousand (40000) dollars, dated February 1st 1887 and recorded with said Deeds in Book 1759 page 8 which mortgage with the interest thereon said grantee is to assume and pay and save me & my heirs executors and administrators harmless and indemnified therefrom, the said amount forming a part of the above named consideration and are also hereby conveyed subject to the taking of part thereof for the widening of Beacon Street by a Resolve and Order of the Board of Street Commissioners of the City of Boston passed March 28th 1887 and to the rights granted by me to said City in my deed conveying to it the part so taken dated May 10th 1887 and recorded in said Deeds in Book 1773 page 202 and to the terms of an agreement creating restrictions on part of the premises made by me with Sarah E. Laurence and others dated May 25th 1887 and to be recorded with said Deeds and to the taxes for the current year which taxes the grantee is to assume and pay as part of the consideration hereof.

8 words were inserted in the line E. Temple Reg.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the ~~said~~ grantee and its assigns that the granted premises are free from all incumbrances made or suffered by me except said mortgage said taking and said rights and said restrictions & taxes

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me except of those claiming by reason of said mortgage taking or rights or restrictions or taxes or any of them but against none other.

And for the consideration aforesaid I Margaret F. G. Whitney wife of the said Henry M. Whitney do hereby release unto the said grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney

hereunto set our hands and seal this Twelfth day of November in the year one thousand eight hundred and eighty seven.

"Delivery" was written in consent the line E. Temple Reg.

Signed ~~and~~ sealed and delivered in presence of

the printed words "heirs and" four times stricken out and four other printed words also stricken out before signing, and the words "or restrictions or taxes" interlined before delivery

Grenville D. Braman

Henry M. Whitney & a seal

Margaret F. G. Whitney & a seal

Commonwealth of Massachusetts. Suffolk ss. Boston, Nov. 14 1887. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

Grenville D. Braman Justice of the Peace.

March 6 1888, One h 24 m P. M. Received and entered with Suffolk Deeds, libro 1811 folio 612

Attest: Thos. F. Temple Register.

1773-202

Whitney to City of Boston

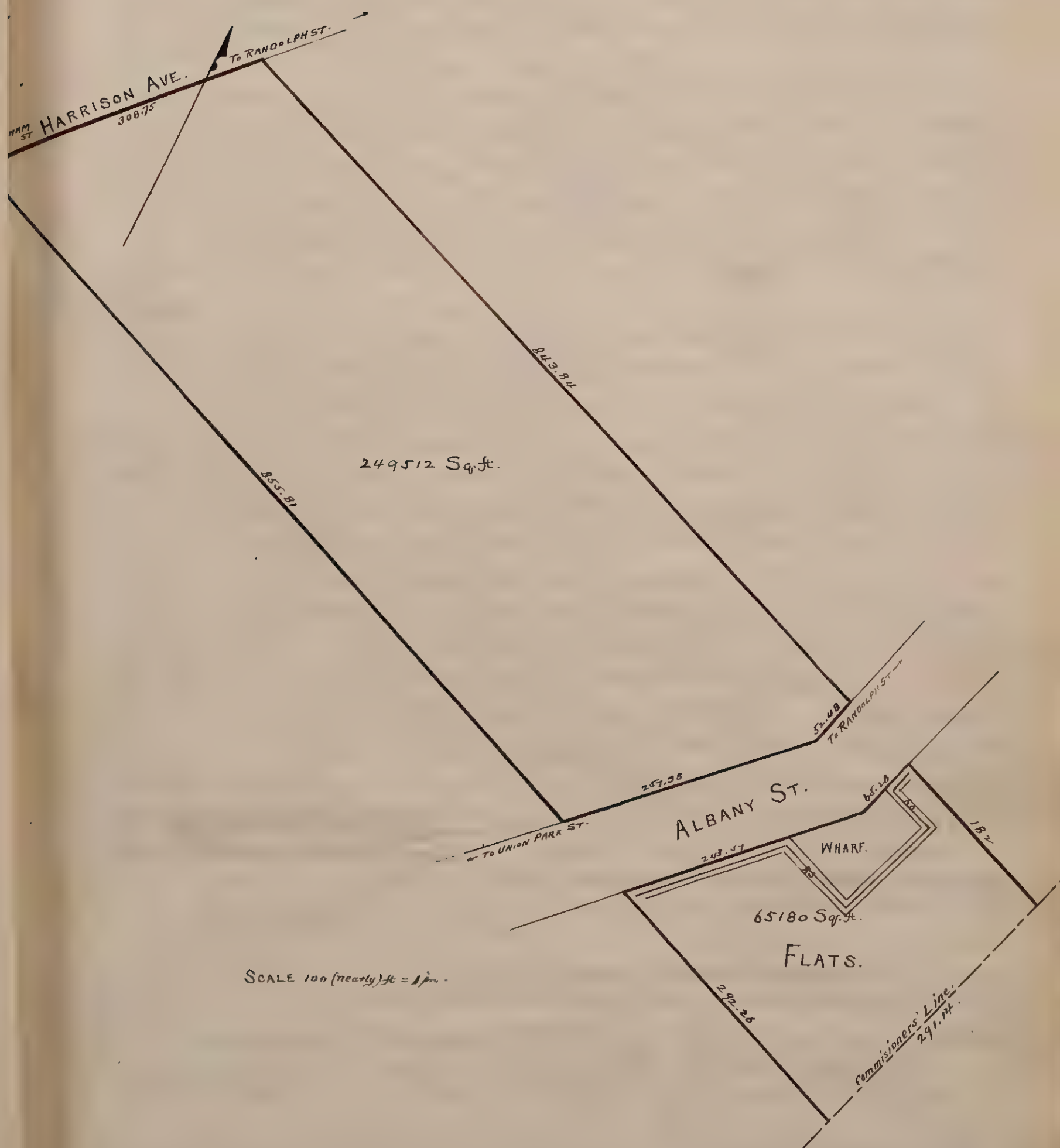
Know all men by these Presents That I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts in consideration of Eleven Thousand Six hundred and nineteen (11619) dollars and fifty (50) cents to me paid by The City of Boston the receipt whereof is hereby acknowledged, do hereby give, grant bargain sell and convey to the said City of Boston and its assigns forever a certain parcel of land situate on Beacon Street in that part of Boston in the County of Suffolk formerly a part of said Brookline and bounded as follows eastwardly by the line of Beacon street as established by the Resolve and Order hereinafter mentioned on a curve of twenty (20) feet radius twenty two and $\frac{88}{100}$ ($22\frac{88}{100}$) feet again Eastwardly and southeastwardly and southwardly by the same on a curve of one hundred and twenty five (125) feet radius two hundred and forty four and $\frac{23}{100}$ ($244\frac{23}{100}$) feet; again southwardly by the same on a curve of twenty (20) feet radius sixteen and $\frac{20}{100}$ ($16\frac{20}{100}$) feet again southeastwardly by the same one hundred and eleven and $\frac{46}{100}$ ($111\frac{46}{100}$) feet again southwardly by land described in said Resolve and Order as taken from the heirs of Benjamin Goddard and others one hundred and thirty one and $\frac{93}{100}$ ($131\frac{93}{100}$) feet and northwestwardly by the line of Beacon street as it existed at the time of the passage of said Resolve and Order four hundred and seventy four and $\frac{18}{100}$ ($474\frac{18}{100}$) feet. Containing twenty one thousand five hundred and seventy seven (21577) square feet more or less, and being a part of the land conveyed to me by Sarah E. Lawrence by deed dated February 1st 1887 and recorded with Suffolk Deeds in book 1759 page 7. Said premises are hereby conveyed subject to the rights of said City under the taking hereinafter mentioned and to all rights if any, therein heretofore granted to said City by any former owner of said land by deeds duly recorded and for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said Beacon street to the established grade thereof upon my remaining land abutting upon said Beacon street and do also for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling or to support the bank on either side of said Beacon street where cutting down is required for such grading and further that I will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon my said remaining land abutting upon said Beacon Street in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said Beacon street. The described premises are shown together with a profile of the proposed grade of said Beacon Street on a plan made by Thomas M. Davis City Surveyor, dated February 11, A.D. 1887 and deposited in the office of the said City Surveyor. The above granted premises were taken and the grade of said Beacon street was established in accordance with said profile by a resolve and order of the Board of Street Commissioners of the said City of Boston to widen said Beacon street passed on the 26th day of March A.D. 1887 reference to which is hereby had and are to be used for the purposes of a public street of said City of Boston; and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of said taking and of the grading of said Beacon Street to the grade aforesaid and I do for myself and my heirs, executors and administrators covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof or the grading of said Beacon Street so far as such grading affects my land abutting upon said Beacon Street.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns in fee simple forever for the purposes of a public street of said City of Boston. This conveyance is made upon condition that if any betterments shall be assessed on lands belonging to me on account of such taking and widening and the construction of said Beacon street to the grade established in accordance with said profile, said betterments shall be assumed and paid by said City of Boston.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney wife of said Henry M. who for the consideration aforesaid hereby releases to said City of Boston all right of dower and of homestead exemption in the granted premises have hereunto set our hands and seals this tenth day of May in the year of our Lord one thousand eight hundred and eighty seven. Henry M. Whitney, Margaret F. G. Whitney and each a seal. Signed sealed and delivered in presence of Roscoe P. Owen. Commonwealth of Massachusetts. Suffolk ss May 23 1887. Then personally appeared the above named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me Roscoe P. Owen Justice of the Peace. Approved Roscoe P. Owen City Conveyancer May 23, 1887 at one o' clock and nineteen minutes P.M. Received Entered and Examined

[Attest Thos. F. Temple Reg.]

Harrison Ave. and Albany St.



Suffolk Registry Lib 1897 Fol. 333 page 17

Henry M. Whitney to West End St. Ry Co.

Plan Dated Sept 2 1878 Lib 1482 Fol 51 See Plan Book Page 5.

Subject to a mortgage for $200000 to Suffolk Savings Bank for Seamen and others

Recorded with above deed. Now discharged.

1897. 333

17

Know all men by these presents, that I, Henry M. Whitney of Brookline in the County of Norfolk in the Commonwealth of Massachusetts,

in consideration of one dollar and other valuable considerations ~~dollars~~

paid by the West End Street Railway Company

.....a corporation

established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said

West End Street Railway Company, all that piece or parcel of land with the buildings thereon in Boston in said Commonwealth and bounded and described as follows, viz.;

Northwesterly by Harrison Avenue three hundred and eight and seventy five one hundredths (308 75/100) feet, northeasterly by land now or late of Edward Mott Robinson, eight hundred and forty three and eighty four one hundredths (843 84/100) feet southeasterly by Albany Street on two lines of fifty two and forty eight one hundredths (52 48/100) feet and two hundred and fifty seven and thirty eight one hundredths (257 38/100) feet and southwesterly by land now or formerly of heirs of Gorham Brooks eight hundred and fifty five and eighty one one hundredths (855 81/100) feet. Containing according to a plan dated Sept 2 1878 and recorded lib 1482 fol 51 of Suffolk Deeds two hundred and forty nine thousand five hundred and twelve (249512) square feet.

Also all that parcel of land wharf dock and flats lying on the Southeasterly side of said Albany Street included between the side lines of the above described premises extended to the Commissioners line, bounded Northwesterly by said Albany Street on two lines there measuring sixty five and twenty eight one hundredths (65 28-100) feet and two hundred and forty three and fifty seven one hundredths (243 57/100) feet, northeasterly by the northeasterly line of said first described parcel extended, there measuring one hundred and eighty two (182) feet southeasterly by the Commissioners line there measuring two hundred and ninety one and fourteen one hundredths (291 14-100) feet and southwesterly by the southwesterly line of said first described parcel extended there measuring two hundred and ninety two and twenty six one hundredths (292 26/100) feet.

Containing according to said plan sixty five thousand one hundred and eighty (65180) square feet or however otherwise said parcels or either of them may be bounded measured or described. being the same premises conveyed to me by Hinckley Locomotive Company by deed dated July 22 1889 and recorded with Suffolk Deeds Libro 1889 page 455.

Said premises are hereby conveyed subject to a mortgage for $200.000 given by said Henry M Whitney to the Suffolk Savings Bank for Seamen and others of even date delivery and record herewith which mortgage with interest thereon the said West End Street Railway Company by the acceptance of this deed assumes and agrees and binds itself and its successors to pay as its own proper debt same forming part of above consideration; in further evidence it has by its Treasurer duly authorized endorsed the note secured by said mortgage the grantee is also to pay on last taxes for year 1889

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its assigns, to their own use and behoof forever.

And I hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its assigns that the granted premises are free from all incumbrances made or suffered by me, except as aforesaid

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me, except as aforesaid but against none other.

And for the consideration aforesaid I, Margaret F. G. Whitney wife of the said Henry M. Whitney do hereby release unto the grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney

hereto set our hands and seals this twelfth day of September in the year one thousand eight hundred and eighty-nine

Signed and sealed in presence of

Henry M. Whitney (Seal)
Margaret F. G. Whitney (Seal)

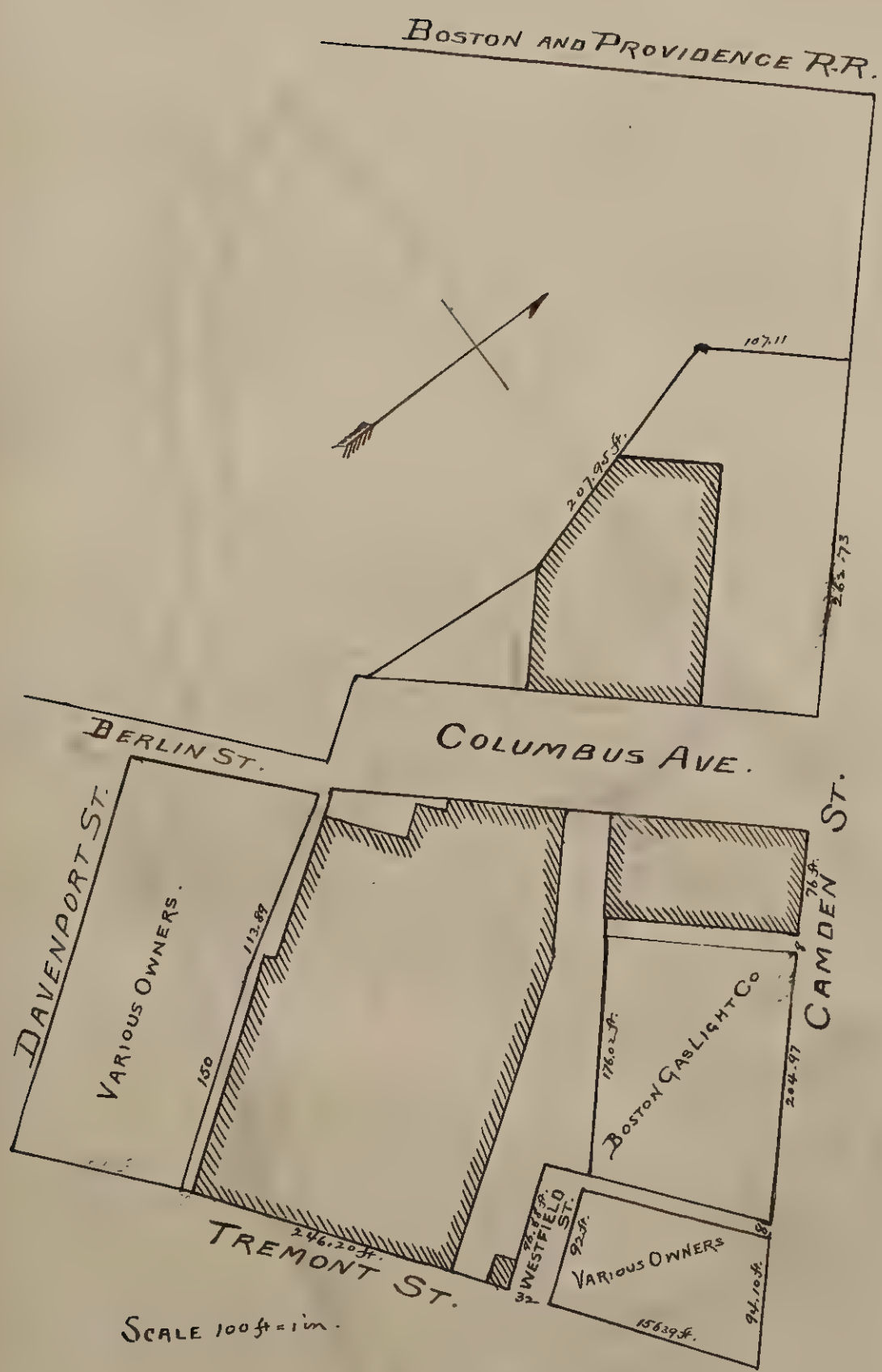
Commonwealth of Massachusetts. Suffolk ss. Boston Sept 13 1889. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

Fred. E. Cobb — Justice of the Peace.

September 13 1889, 11 h. 20 m. A M. Received and entered with Suffolk Deeds, libro 1897 folio 333

Attest: Thos. F. Temple — Register.

Tremont and Camden Sts. & Columbus Ave.



Tremont and Camden Sts & Columbus Ave

Tremont and Camden Streets.

Suffolk 836.78 City of Boston to Metropolitan R.R. Co. Whole premises page 21

Subject to rights of Boston Water Power Co. & others to privilege in Creek which passes over a portion of premises.

Subject also to conditions that all buildings within 100 feet of Tremont St. shall have exterior walls of brick, stone & iron.

845.39 Metropolitan R.R Co. to Boston Gas Light Co. Lot A " 22

Granting right of way in streets a shown on plan 845.40.

845.39 City of Boston to Metropolitan R.R. Co. " 23

Releasing all conditions on part of the premises north of red line on plan Lib 823 end; i.e. more than 100 feet N.W. from Tremont St.

967.269 City of Boston to Metropolitan R.R. Co. et al. " 24

Limiting penalty of forfeiture for breach of Condition to that Lot or subdivision on which the breach occurs.

863.161 Metropolitan R.R. Co to Francis Douard Lot B. No 1 " 25

873.51 " " " " Silas W. Merrill Lot C. No. 7 " 26

959.110 " " " " " Lot D. No. 6. " 27

940.141 " " " Francis Douard Lot E No. 2 " 28

1113.220 " " " Luther Farwell Lot F No 3 & 4 " 29

1488.565 Confirms Deed 1113.220. " 30

1143.272 Metropolitan R.R. Co. to Wm F. Herrigan Lot G No. 5 " 31

1455.280 Vote authorizing foregoing. " 32

1550.97 Metropolitan R.R. Co to City of Boston. Land taken for Columbus Ave. H " 33

1550.92 " " " " " " " " " I " 34

942.1 " " " Charles E Fuller Lot J. " 35

967.270 " " " Boston Skating Rink Co Modification of Conditions " 36

and restrictions in 942.1

1375.118 Boston Five Cents Savings Bank, to Metropolitan R.R. Co. " 37

Lot conveyed by 942.1

N.B. The owners of Lots A. B. C. D & E have rights of way in all streets & passageways laid out in Chases plan 873.51.

See Plan of City Lands Sold Lib 2 Fol. 95.

See Plan J. G. Chase April 1864 Suffolk 845.39 Plan Book page 6

" " dated Feb. 13 1863 rec'd 823 end. " " " "

" " J. G. Chase " 873-51 " " " 9.

" " Thomas W. Davis dated Sept. 23 1881. Office City Surv.

836·78

Know all men by these presents, that The City of Boston

in consideration of Thirty two thousand three hundred and forty seven and ninety five cents dollars to it paid by the Metropolitan Railroad Company a corporation duly established by the laws of the Commonwealth of Massachusetts, and existing in Boston in the County of Suffolk, the receipt whereof is hereby acknowledged, do hereby ~~give~~, grant, bargain, sell and convey ~~unto~~ to the said Metropolitan Railroad Company its successors and assigns forever a certain parcel of Land situated in the Southerly part of said Boston and bounded as follows, to wit: Beginning at the most Easterly corner thereof at the westerly corner of Camden and Tremont Streets, thence Southwestwardly bounded by Tremont Street four hundred and thirty four feet and fifty nine one hundredths of a foot; thence Northwestwardly at a right angle with Tremont Street and along the boundary line between the boundary line between Boston and Roxbury one hundred and fifty feet, thence turning a little to the North, and running along the said boundary line one hundred and thirteen feet and eighty nine one hundredths of a foot, thence turning a little to the west and running along the said boundary line one hundred and thirty two feet and ninety seven one hundredths of a foot: thence Northeastwardly along the said boundary line one hundred and forty feet and sixty six one hundredths of a foot thence Northwardly, a little Westwardly along the said boundary line, two hundred and seven feet & ninety five one hundredths of a foot; thence North Westwardly bounded by other land of the said City one hundred and seven feet and eleven one hundredths of a foot: and thence Southeastwardly bounded by Camden Street seven hundred and thirty three feet and eight tenths ~~of a foot~~ to the point of beginning; containing two hundred and fifteen thousand six hundred and fifty three square feet more or less. The premises are shown on a plan recorded with the "Plans of City Lands Sold" Lib 2 fol 95 in the office of the Superintendent of Public Lands, and also with Suffolk Deeds at the end of Lib 823. The said land is hereby conveyed subject to all the rights which the Boston Water Power Company or any person or persons have to privileges in the Creek which divides Boston from Roxbury and which in part passes over a strip of the above described land.

It is understood that this conveyance is given and accepted in full performance of a certain agreement dated December 1 A.D. 1856 of the said City of Boston with the said grantee Corporation. And this conveyance is also subject to the following conditions. 1. All taxes and assessments which have been laid or assessed upon the said premises previous to the execution of this conveyance shall be paid by the said grantee Corporation its successors and assigns. 2. No building which shall be erected on the granted land, within one hundred feet of Tremont Street after the first day of January A.D. eighteen hundred and sixty shall have exterior walls of any other material than brick stone or iron.

To have and to hold the aforegranted premises, with all the ~~privileges and~~ appurtenances ~~thereto belonging~~, to the said grantee Corporation its successors and assigns, to their own use ~~and behoof~~ forever, in fee simple.

And said ~~City~~ of Boston doth hereby ~~and~~ ~~bind themselves and administrators~~ **covenant** with the said grantee Corporation ~~and~~ its successors and assigns that the said City is lawfully seized in fee ~~simple~~ of the aforegranted premises, that they are free from all incumbrances, except such as may have been made or suffered by the said grantee Corporation its successors or assigns or some person or persons claiming under him or them and except said conditions and reservations; that the said City hath ~~that~~ ~~have~~ good right to sell and convey the same as aforesaid; and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the ~~same to~~ the said grantee Corporation its successors and assigns forever against the lawful claims and demands of all persons subject to such encumbrances and conditions however.

~~And for the consideration aforesaid~~ ~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said City of Boston hath caused its Common Seal to be hereunto affixed, and these presents to be signed by Frederic W. Lincoln Jr. Mayor of the said City and countersigned by Robert W. Hall Superintendent of Public Lands of the said City both ~~hereunto and this~~ hereto duly authorized. Dated this tenth day of February in the year of our Lord one thousand eight hundred and sixty three

~~Signed and sealed in presence of~~
Signed, sealed & delivered in presence of
Saml F. McCleary.

City of Boston by F. W. Lincoln Jr. Mayor (City Seal)

Countersigned R. W. Hall Superintendent of Public Lands

Commonwealth of Massachusetts. Suffolk ss. Febry 10 1863. Then ~~personally appeared~~ the above-named City of Boston by its Mayor Frederic W. Lincoln Jr and acknowledged this ~~[illegible]~~ instrument to be the free act and deed of the said City before me —

Saml F. McCleary Justice of the Peace.

December 2 1863. h m M. Received and entered with Deeds, libro 836 folio 78.

Attest: James Rice Register.

845-39

Know all men by these presents, that The Metropolitan Railroad Company, a Corporation by the Laws of the Commonwealth of Massachusetts in consideration of Sixteen Thousand Six Hundred and sixty eight and 31/100 dollars paid by the Boston Gas Light Company a corporation established by the laws of the said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Boston Gas Light Company & its successors and assigns forever all that lot of land in the City of Boston containing twenty six thousand and six hundred and sixty nine & three tenths square feet according to C. G. Chase's plan dated April 1 1864. a verified copy whereof by William S. Chase is to be recorded herewith and to be taken as a part of these presents for description and location. Said lot is bounded

northeasterly by Camden Street two hundred and four and 97/100 feet Southeasterly by an eight feet passage way shown on said plan by a line parallel with and one hundred feet distant at right angles northwesterly from Tremont Street there measuring one hundred and forty three and 54/100 feet. Southwesterly by a thirty two feet Street shown on said plan extending from Tremont Street to Columbus Avenue there measuring one hundred and seventy six and 2/100 feet; and northwesterly by another eight feet passage way shown on said plan, there measuring one hundred and forty feet.

Being the lot of land marked on said plan as sold by the Metropolitan Railroad Company to the Boston Gas Light Company, and being part of the real estate conveyed to said grantor by the City of Boston by deed dated February 10 1863 & recorded with Suffolk Deeds in Lib. 836 fol 78. And the granted premises are conveyed with a free and unincumbered right of way in said Streets and passageways shown on said plan, so far as said grantor has any right to grant the same and with all other rights and easements thereto belonging, subject however to the taxes for the current year, 1864-5 which are to be paid by the grantee.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Boston Gas Light Company and its successors and assigns, to its and their own use and behoof forever.

And the said grantor ~~hereby~~ for itself and its successors and assigns ~~heirs, executors, and administrators~~ doth **covenant** with the said grantee and its successors and assigns that it is lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes

that it hath ~~have~~ good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid; and that it will and its successors ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid

~~And for the consideration aforesaid~~ ~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~**dower**~~ ~~and~~ ~~**homestead**~~ ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company hath caused its corporate seal to be hereto affixed and these presents to be executed by John H. Blake its President and by Charles Boardman its Treasurer hereto duly authorized as appears by votes certified copies whereof are hereto annexed ~~hereto set~~ ~~hand and seal~~ this twenty fifth day of June in the year ~~one thousand eight hundred and~~ of our Lord eighteen hundred and sixty four

Signed and sealed in presence of &c

The Metropolitan Rail Road Company
by John H. Blake its President.
Charles Boardman its Treasurer.

(Corporate Seal.)

Commonwealth of Massachusetts. Suffolk ss. Boston June 27 1864. Then personally appeared the above-named John H Blake President and Charles Boardman Treasurer of said Company of the Metropolitan Railroad Company and acknowledged the foregoing instrument to be its free act and deed before me —

E. H. Derby Justice of the Peace.

~~188~~ . ~~h~~ ~~m~~ ~~M~~ ~~Received and entered with~~ ~~Deeds, libro~~ 845 ~~folio~~ 39

~~Attest:~~ ~~Register.~~

over

At a meeting of the Directors of the Metropolitan Railroad Company held at its office No 104 Tremont Street Boston on the twelfth day of April 1864 at 4 o'clock P.M. pursuant to due notice and a quorum being present and acting it was Voted, that the President and Treasurer be and are hereby authorized to execute a conveyance of a lot of land containing 26669 3/10 feet situate on Camden Street to the Boston Gas Light Company —— A true copy from the records of the Metropolitan Railroad Company —— Attest John L. Andrews Secretary ——

At a meeting of the Stock holders of the Metropolitan Railroad Company held at its office in Boston No 1 Montgomery Place, on the twenty second day of June 1864 at 4 o'clock P.M. duly convened and a quorum being present and acting it was Voted that the Sale made by the Directors to the Boston Gas Light Company of a Lot of land on Camden Street in said Boston in the rear of Tremont Street containing 26669 3/10 square feet for the sum of $16.668.31 be and hereby is fully ratified and confirmed & that the Directors be fully empowered to complete such sale and to give a good and sufficient deed of Warranty of said lot to the said Gas Light Company without further authority from the Stockholders. —— A true copy from the records of the Metropolitan Rail Road Company. Attest John L. Andrews, Clerk of said Company

June 27 1864 at one o'clock and eight minutes, P.M. Rec'd Entered & Examined
attest, James Rice Reg.

City of Boston. In Board of Aldermen, May 2d 1864
Ordered: That his Honor the Mayor be and he is hereby authorized to execute a deed made satisfactory to the City Solicitor releasing so much of the land described in a deed given by the City to the Metropolitan Rail Road Co February 10th 1863 as lies north west of a line one hundred feet distant northwesterly from Tremont Street. Sent down for concurrence Otis Norcross Chair" In Common Council May 5 1864 Concurred Geo. S. Hale Presdt. App'd May 6th 1864. F. W. Lincoln Jr Mayor.
A true copy Attest Saml F. McCleary City Clerk. June 27 1864 at One o'clock and eight minutes P.M. Received, Entered and Examined.
Attest James Rice Reg

Whereas the City of Boston by deed dated the tenth day of February A. D. 1863, and recorded with Suffolk Deeds Lib 836 fol 78 conveyed to the Metropolitan Rail Road Company a Corporation duly established by law, the tract or parcel of land particularly described in said deed and delineated upon the plan to be recorded herewith upon certain conditions set forth in said deed: and whereas it has been agreed between the said City of Boston and the said Metropolitan Rail Road Company that a certain portion of the land described in said deed shall be held and enjoyed by the said Corporation and its assigns discharged and free from said conditions: Now therefore Know all Men by these Presents, That the City of Boston in consideration of one dollar to it paid by the said Metropolitan Rail Road Company, the receipt whereof is hereby acknowledged, doth hereby remise release & forever quitclaim unto the said Metropolitan Rail Road Company its successors and assigns so much of the land described in said deed as lies northwesterly of a line drawn parallel with, and one hundred feet distant northwestwardly from the northwesterly line of Tremont Street, which said line is marked in red on the said plan: but all of the land described in the said deed which lies within one hundred feet of Tremont Street and Southeastwardly of the red line on said plan is not to be affected by these presents, and is to remain fully subject to to the conditions contained in said deed.

To Have and To Hold the said released premises to the said Metropolitan Rail Road its successors and assigns forever.

In Witness Whereof the said City of Boston hath caused its common seal to be hereto affixed and these presents to be signed by Frederic W. Lincoln Jr its Mayor this twentieth day of May in the year of our Lord one thousand eight hundred and sixty four

City of Boston. By F. W. Lincoln Jr Mayor (City Seal)

Executed and delivered in presence of me
after the interlineation &c Saml. F. McCleary.

Commonwealth of Massachusetts.

Suffolk S.S. May 24 1864. Then the above named City of Boston appeared by Frederic W. Lincoln Jr. its Mayor & acknowledged the foregoing instrument to be the free act and deed of the said City of Boston. Before me
Saml F. McCleary Justice of the Peace.

Approved G. P. Healy. City Solicitor.
June 27 1864 at one o'clock and eight minutes P.M. Received, Entered and Examined. Attest James Rice Reg.

Know all Men by these Presents,

That the City of Boston, the grantor named in a deed to the Metropolitan Railroad Company dated February 10 1863 and recorded with Suffolk Deeds Lib 836 fol 78 for good and sufficient considerations and one dollar to said City paid by the said Metropolitan Railroad Company and by the Boston Skating Rink Association and by Francis Duard and Silas W. Merrill both of said Boston (as they, said Company, said Association and Duard and Merrill are respectively and severally owners of a lot of land bounded southeast by Tremont Street Northeast by Camden Street Northwest by a line parallel with and one hundred feet distant northwesterly from Tremont Street and Southwesterly by the former dividing line between the Cities of Boston and Roxbury, said lot of land being a part of the real estate described in the deed aforesaid.) the receipt of which considerations is hereby acknowledged hereby acknowledges that the buildings now on said lot of land and on any part thereof are erected in conformity with the conditions set forth in said deed and are satisfactory to the City of Boston and said City of Boston covenants and agrees severally with said Company and said Association and said Duard and Merrill and their respective successors, heirs and assigns, that in no event shall any breach of said conditions by any present or future proprietor of any part of said lot of land as the same has been or may hereafter be divided or subdivided, work a forfeiture of any other part of said lot of land whereon no breach may have occured but shall only work a forfeiture of the whole of the particular lot of land of the party so offending in conformity with such division or subdivision to the end that no innocent party owner of any portion or portions of said lot of land and not violating the said conditions shall in any wise suffer for the acts of any party offending or be subject to any possible claim for forfeiture injunction or damages by reason of the acts or doings of any such offender or offenders. Especially intending hereby that said conditions shall be applicable only to the divisions and subdivisions of said lot of land as the same have been or may hereafter be divided or subdivided and to work a forfeiture only of any such division or subdivision whereon a breach or breaches may have occured and no more.

In witness Whereof the City of Boston has caused its corporate seal to be hereto affixed and these presents to be signed by Nathaniel B Shurtleff its Mayor and countersigned by Robert W. Hall its Superintendent of Public Lands hereto duly authorized on this first day of July A. D. 1869

The City of Boston by Nath B Shurtleff Mayor (CORPORATE SEAL)

Countersigned R. W. Hall. Superintendent of Public Lands of the City of Boston

In presence of,
Chas E. Davis Jr.

Commonwealth of Massachusetts.

Suffolk S.S. Boston July 8th 1869. Then personally appeared the above named Nathaniel B. Shurtleff Mayor and acknowledged the foregoing instrument to be the free act and deed of the City of Boston.

Before me, Chas E. Davis Jr. Justice of the Peace.

July 8. 1869. at one o'clock P.M. Received, Entered and Examined

Attest James Rice. Reg.

Book 967 Page 269

863.161 Lot B

25

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established by the Commonwealth of Massachusetts

in consideration of three thousand seventy three dollars thirty seven ½ cents ~~dollars~~

paid by ~~the~~ Francis Duard of Boston in the County of Suffolk and said Commonwealth ~~a corporation~~

~~established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Francis Duard his heirs and assigns forever a certain lot of land situated on the south west corner of Camden and Tremont Street in said Boston and numbered one (1) on a Plan of land in Boston on Tremont St. Camden St and Columbus Av owned by the Metropolitan Railroad Co. J. C. Chase Engineer and Surveyor. Said lot contains 2458.7 ft. Said Plan is to be recorded with Suffolk records of deeds.

The premises are hereby conveyed subject to the conditions named in the deed of the City of Boston bearing date the tenth day of February A. D. 1863 and recorded with Suffolk Records of deeds Decr 2d 1863 Lib 836 fol 78 to which reference may be had.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Francis Duard his heirs and assigns, to his and their use and behoof forever.

And the said grantors ~~hereby~~, for themselves and their successors and assigns do ~~heirs, executors, and administrators~~ **covenant** with the said grantee and his heirs and assigns that the said Company are lawfully seized in fee-simple of the aforesaid granted premises, that they are free from all incumbrances, except as aforesaid

that they have a good right to sell and convey the same as aforesaid; and that they will and their successors ~~heirs, executors~~, and assigns ~~administrators~~ shall **warrant and defend** the same to the said grantee his ~~and~~ heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead~~ ~~in the granted premises~~.

In witness whereof the said Metropolitan Railroad Company have caused these presents to be subscribed by John H. Blake their President and Charles Boardman their Treasurer thereunto duly authorized by vote of their Directors a copy of which vote is hereto annexed, and have caused their corporate seal to be hereto affixed ~~hereto set hand and seal~~ this first day of August in the year ~~one thousand~~ four hundred and eight hundred and sixty five

Signed and sealed in presence of &c

The Metropolitan Railroad Company.
by John H. Blake President
Charles Boardman Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. Sept 1st 1865. Then personally appeared the above-named John H. Blake Prest and Charles Boardman Treas and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan R Co. before me —

John L. Andrews. Justice of the Peace.

~~100~~ . ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ . . ~~folio~~

~~Attest:~~ ~~Register~~

I hereby certify that at a meeting of the Directors of the Metropolitan Railroad Company held on the 5th day of April A.D. 1865 the following Vote was adopted viz. Voted that the President and Treasurer be empowered to convey any of the Tremont Street lands in fee on behalf of the Company with the usual covenants and to execute and deliver on behalf of the Company deeds of Warranty conveying the same - A true Copy Attest, John L. Andrews Secretary

September 2 1865 at eleven o'clock and forty four minutes A.M. Received Entered, and Examined - Attest James Rice Reg

873.51 Lot C

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established by the laws of the Commonwealth of Massachusetts in consideration of twenty two hundred forty one dollars and twelve cents to said Company ~~dollars~~ paid by ~~the~~ Silas W. Merrill of Boston in the County of Suffolk and said Commonwealth, House wright, a corporation ~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Silas W. Merrill his heirs and assigns forever a certain lot of land situate on the corner of Westfield and Tremont Streets in said Boston and numbered seven (7) on a Plan of lots made by J. G. Chase Engineer entitled Land in Boston on Tremont Street, Camden St. and Columbus Av owned by the Metropolitan Railroad Company & recorded with Suffolk Deeds. The premises being a portion of the land conveyed to said Metropolitan Railroad Company by deed of the City of Boston dated Feby 10th A.D. 1863 and recorded with Suffolk Deeds Lib 836 fol 78 and in said deed. This conveyance is made with & subject to the further condition, that no stable or one story building shall be erected on the premises. The said lot No. seven contains Nineteen hundred thirty two feet and is bounded twenty (21) one feet on Tremont Street Ninety two (92) feet on Westfield Street twenty one feet on an eight feet passage way and ninety two feet on lot No. six on said plan

It is hereby understood and agreed that said Merrill may build his Northerly wall four inches on the adjoining lot No 6 under the following conditions viz. that the purchaser or owner of said adjoining lot number 6 shall pay for one half of said wall when used.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Silas W. Merrill his heirs and assigns, to his ~~and~~ their use and behoof forever.

And the said ~~hereby~~ grantors for themselves successors and assigns and their ~~heirs, executors, and administrators~~ do **covenant** with the said grantee and his heirs and assigns that the said Company lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except as aforesaid

that said company have a good right to sell and convey the same to the said grantee and his heirs and assigns forever as aforesaid; and that said Metropolitan Railroad Company will and their ~~heirs, executors, and administrators~~ successors shall **warrant and defend** the same to the said grantee and his heirs & assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company have caused these presents to be subscribed by John W. Draper their President Pro-tem and Charles Boardman their Treasurer thereto duly authorized by vote of the Directors a copy of which is hereunto annexed and have caused their corporate seal to be affixed ~~hereto set~~ ~~hand and seal~~ this twenty fourth day of February in the year of our Lord one thousand eight hundred and sixty six

Signed and sealed in presence of &c

The Metropolitan Railroad Company
by John W. Draper, President pro tem. (Corporate Seal)
Charles Boardman Treasurer

~~Commonwealth of Massachusetts,~~ ss. ~~188~~ . ~~Then personally appeared the above named~~

~~and acknowledged the foregoing instrument to be~~ ~~free act and deed~~

~~before me~~ —

~~Justice of the Peace.~~

~~100~~ ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest:~~ ~~Register.~~

I hereby certify that at a meeting of the Directors of the Metropolitan Railroad Company held on the 5th day of April A. D 1865 the following vote was adopted viz- Voted that the President and Treasurer be empowered to convey the above property in fee in behalf of the Company with the usual covenants and to execute and deliver on behalf of the Company- deeds of Warranty conveying the same-

A true Copy from the Records, Attest John L. Andrews Secretary of Directors & Clerk of the Metropolitan Rail Road Corporation.

Commonwealth of Massachusetts.

Suffolk S.S Boston Feby 28 1866. Then personally appeared the above named John W. Draper President Pro tem & Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Metropolitan Railroad Company-

Before me John L. Andrews. Justice of the Peace-

February 28th 1866 At one o'clock and twenty five minutes P.M. Received. Entered and Examined Attest James Rice Reg.

959.110 Lot D

27

Know all men by these presents, that The Metropolitan Rail Road Company a Corporation established by the Commonwealth of Massachusetts,
in consideration of thirty two hundred eighty four dollars forty cents ~~dollars~~
paid by ~~the~~ Silas W. Merrill of Boston in the County of Suffolk and said Commonwealth ~~a corporation~~
~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Silas W. Merrill his heirs and assigns forever a certain lot of land situate on Tremont Street in said Boston and numbered six (6) on a plan of "Land in Boston on Tremont Street, Camden St, and Columbus Av. owned by the Metropolitan Rail Road Company J. G. Green Engineer and Surveyor" which plan is recorded with Suffolk Deeds Lib 873 Folio 51. Said lot being ~~bounded described and measuring as follows viz,~~

Commencing on the North Westerly side of said Tremont Street on the corner of lots 5 and 6 on said plan and running by said Tremont Street about South Westerly to lot numbered seven (7) on said plan twenty one (21) feet; then turning and running by said lot numbered seven (7) on said plan ninety two (92) feet to an eight feet passage way; then turning and running by said eight feet passage way twenty one (21) feet to lot numbered five (5) on said plan; then turning and running by said lot numbered five (5) on said plan ninety two feet to the point of beginning. Together with a privilege in common with others on said eight feet passage way which is forever to be kept open for the benefit of the abutters thereon; said lot is estimated to contain nineteen hundred and thirty two (1932) feet, and is hereby conveyed subject to all the conditions and restrictions contained in the deed of the City of Boston to said Metropolitan Rail Road Company dated Feby 10th 1863 and recorded with Suffolk Deeds Lib 836 Folio 78.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Silas W. Merrill his heirs and assigns, to his and their use and behoof forever.

And the said Grantors ~~hereby~~, for themselves and their ~~heirs, executors, and administrators~~ successors and assigns do ~~covenant~~ with the said grantee and his heirs and assigns that the said Company lawfully seized in fee-simple of the aforesaid granted premises, that they are free from all incumbrances, except as aforesaid, and the taxes of the present year

that they have good right to sell and convey the same to the said Grantee and his heirs and assigns forever as aforesaid; and that they will and said Company and their successors and assigns ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower~~ and ~~homestead~~ ~~in the granted premises.~~

In witness whereof the said Metropolitan Rail Road Company have caused these presents to be subscribed by Hayward P. Cushing President Pro Tempore and Charles Boardman Treasurer of said Company thereto duly authorized by a vote of the Directors of said Company and have caused the corporate seal of said Company to be hereto affixed ~~hereto set~~ ~~hand and seal~~ this fourth day of August in the year of our Lord one thousand eight hundred and sixty eight.

Signed and sealed in presence of

Metropolitan Rail Road Co. by
Hayward P. Cushing, President Pro. Tem
Charles Boardman Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. Sept 8th 1868. Then personally appeared the above-named Hayward P. Cushing and Charles Boardman and acknowledged the foregoing instrument to be their free act and deed of said Metropolitan ~~before me~~ Railroad Company, before me,

John L. Andrews. Justice of the Peace.

~~188~~ . ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ . ~~folio~~

~~Attest:~~ ~~Register~~

I hereby certify that at at a meeting of the Directors of the Metropolitan Rail Road Company held on the fourth day of August 1868 the following Vote was adopted _____ Voted That Hayward P. Cushing President pro tempore, and Charles Boardman Treasurer of this Company are hereby empowered to convey on behalf of this Company a certain lot of land numbered 6 on the plan of lots of said Company situate on Tremont and Westfield Streets estimated to contain 1932 feet at the rate of one dollar and seventy cents per foot and to execute and deliver a deed of warranty with the usual covenants conveying the same to Silas W. Merrill for the sum of $3284.40 cts and to accept of twenty five per cent of the purchase money and the note of said Merrill for 75 per cent payable in one or two years with interest at 7 per cent payable semi annually and secured by a mortgage on the premises.

Attest _____ John L. Andrews Secretary Met R. Co. _____

April 27th 1869 at two o'clock and twenty four minutes P.M. Received, Entered and Examined Attest James Rice Reg

940-141 Lot E

Know all men by these presents, that the Metropolitan Rail Road Company a Corporation duly established by the Commonwealth of Massachusetts in consideration of thirty two hundred eighty four dollars forty cents ~~dollars~~ paid by ~~the~~ Francis Duard of Boston in the County of Suffolk & said Commonwealth a corporation ~~established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Francis Duard his heirs and assigns forever, a certain lot of land situated on Tremont Street in said Boston and numbered two (2) on a plan of "Land in" Boston on Tremont St, Camden St and Columbus Av owned by the Metropolitan Rail Road Co G. G. Chase Engineer and Surveyor. which plan is recorded with Suffolk Deeds Lib 873 Folio 51. said lot being bounded discribed and measuring as follows, viz,

Commencing on the Northwesterly side of said Tremont Street on the corner of lot numbered one (1) on said plan and running by said Tremont Street about Southwesterly to lot numbered three (3) on said plan twenty one feet (21) then turning and running by said lot No. 3 on said plan ninety two (92) feet to an eight feet passage way, then turning and running by said passage way twenty one (21) feet to lot numbered one on said plan, then turning and running by said lot numbered one ninety two (92) feet to the point of beginning.

Together with a privilege in common with others in said eight feet passage way which is forever to be kept open for the benefit of the abutters thereon, Said lot is estimated to contain nineteen hundred & thirty two feet and is hereby conveyed subject to all the conditions and restrictions contained in the deed of the City of Boston to said Metropolitan Railroad Company dated Feby 10th A.D. 1863 and recorded with Suffolk Deeds Lib 836 Fol 78.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Francis Duard his heirs and assigns ~~and assigns~~ to his and their use and behoof forever.

And the said grantors hereby, for themselves, their successors and assigns ~~heirs, executors, and administrators~~ do covenant with the said grantee and his heirs and assigns that the said Company are lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except as aforesaid and the taxes of 1868

that they have good right to sell and convey the same to the said grantee and his heirs and assigns forever as aforesaid; and that they will and their successors and assigns ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead~~ ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company have caused these presents to be subscribed by Hayward P. Cushing President pro tempore & Charles Boardman Treasurer of said Company thereto duly authorized by a vote of the Directors of said Company and have caused the ~~hereto set~~ ~~hand and seal~~ Corporate seal of said Company to be hereto affixed this fourth day of August in the year one thousand eight hundred and sixty eight.

Signed and sealed in presence of &c

Metropolitan Rail Road Co. by
Hayward P. Cushing Pres.t Pro Tem (Corporate Seal)
Charles Boardman Treasurer

Commonwealth of Massachusetts. Suffolk ss. Sept 8th 1868. Then personally appeared the above-named Hayward P. Cushing and Charles Boardman ~~their~~ and acknowledged the foregoing instrument to be ~~their~~ free act and deed of said Metropolitan Railroad Company before me —

John L. Andrews Justice of the Peace.

~~108~~ . ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest:~~ ~~Register~~

I hereby certify that at a meeting of the Directors of the Metropolitan Railroad Co held August 4th 1868 the following vote was adopted viz Voted that Hayward P. Cushing President pro tempore and Charles Boardman Treasurer of the Metropolitan Railroad Company are hereby authorized and empowered to convey on behalf of this company, a certain lot of land numbered 2 on Tremont and Westfield Street estimated to contain 1932 feet at the rate of one dollar and seventy cents per foot, and to execute and deliver a deed of Warranty with the usual covenants conveying the same to Francis Duard for the sum of $3284.40 and to accept of twelve hundred eighty four dollars & forty cents cash, and the note of said Duard for two thousand dollars payable in two years with interest at 7 per cent payable semiannually and secured by a mortgage on the premises.

Attest John L. Andrews Secretary Met R. Co.

October 12 1868 at Twelve o'clock and twenty three minutes P.M. Received, Entered and Examined.

Attest James Rice Reg.

1113-220

Lot F

Know all men by these presents, that the Metropolitan Railroad Company a Corporation duly established under the laws of the Commonwealth of Massachusetts. in consideration of Ten Thousand Six hundred and Twenty six Dollars, to it ~~dollars~~ paid by ~~the~~ Luther Farwell of Medford in the County of Middlesex and said Commonwealth ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, ~~do~~ doth hereby give, grant, bargain, sell and convey unto the said ~ two certain lots of land situate on Tremont Street in said Boston and numbered "Three and Four" (3 & 4) on a plan of "Land in Boston on Tremont Street; Camden St and Columbus Av. owned by the Metropolitan Railroad Co. made by J. G. Chase Engineer and Surveyor" bounded by Tremont Street. forty two feet, by a rear passage way forty two feet by lot numbered two on said plan ninety two feet; and by lot numbered Five on said plan ninety two feet both lots containing Three thousand eight hundred and sixty four feet.

The premises are conveyed subject to the conditions and restrictions named in the deed of the City of Boston to said Metropolitan Railroad Company dated Feby 10th 1863 and recorded with Suffolk Deeds Lib 836 Fol° 78. Said plan being recorded with Suffolk Records Lib 873 Fol° 51. The premises are also conveyed with the privilege in common with others to the said eight feet passage way which is forever to be kept open for the benefit of all the abbutters thereon.

This conveyance is not to be construed as giving a right to any other passage way on said plan except the one above named in the rear of said lots.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Luther Farwell and his heirs ~~and~~ ~~assigns~~, to their own use and behoof forever.

And said corporation hereby, ~~for~~ ~~and~~ ~~heirs, executors, and administrators~~ **covenants** with the said grantee and his heirs and assigns that it is lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid

that it has ~~have~~ good right to sell and convey the same as aforesaid; and that will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by John W. Draper and Chas. Boardman its President and Treasurer hereto duly authorized ~~hereto set~~ ~~hand and seal~~ this nineteenth day of June in the year one thousand eight hundred and Seventy two by

Signed and sealed in presence of sc

John W. Draper President

Charles Boardman Treasurer

(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston June 19th 1872. Then personally appeared the above-named John W. Draper and Chas Boardman and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Railroad Company, before me,

John L. Andrews Justice of the Peace.

June 22 1872, 10 h 58 m A M. Received and entered with Suffolk Deeds, libro 1113 folio 220

Attest: Thos. F. Temple. Register.

1488-565

Whereas, on the nineteenth day of June A. D. 1872 the Metropolitan Railroad Company sold to Luther Farwell of Medford in the County of Middlesex certain land situated on Tremont Street Boston and by a deed of that date recorded with Suffolk Deeds Lib 1113 fol 220 attempted to convey said land to said Farwell, and whereas on account of the imperfect execution of said deed doubts have arisen in regard to said Farwells title to said lots of land,

Now therefore, the **Metropolitan Rail Road Company**, a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of the premises and of one Dollar to it paid by said **Luther Farwell** now of Boston in the County of Suffolk, the receipt whereof is hereby acknowledged doth hereby give, grant, bargain, sell and convey unto the said — **Luther Farwell** and his heirs and assigns two certain lots of land situate on **Tremont Street** in said **Boston** and numbered "Three" & "Four" (3 & 4) on a plan of "Land in Boston on Tremont Street, Camden Street and Columbus Avenue owned by The Metropolitan Railroad Co. made by J. G. Chase Engineer and Surveyor." **bounded** by

Tremont Street forty two feet, by a rear passage way forty two feet by lot numbered two on said plan ninety two feet and by lot numbered Five on said plan ninety two feet: both lots containing Three thousand eight hundred and Sixty four feet.

The premises are conveyed subject to the conditions and restrictions named in the deed of the City of Boston to said Metropolitan Rail Road Company dated Feby 10th 1863 and recorded with Suffolk Deeds Lib 836 fol 78, said plan being recorded with Suffolk Deeds Lib 873 fol 51. The premises are also conveyed with the privilege in common with others to the said eight feet passage way which is forever to be kept open for the benefit of all the abuttors thereon. This conveyance is not to be construed as giving a right to any other passage way on said plan except the one above named in the rear of said lots.

To Have and to Hold the granted premises with all the privileges and appurtenances thereto belonging, to the said Luther Farwell and his heirs and assigns to their own use and behoof forever. And said Corporation hereby covenants with the said grantee and his heirs and assigns that it was on said June 19th 1872 lawfully seized in fee simple of the granted premises, that they were then free from all incumbrances except as aforesaid, that it has good right to sell and convey the same as aforesaid and that it will **Warrant and Defend** the same to the said grantee and his heirs and assigns forever, against the lawful claims and demands of all persons claiming by through or under it, except as aforesaid, but against none other.

In Witness Whereof the said Metropolitan Railroad Company has caused its corporate Seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Calvin A. Richards its President and Charles Boardman its Treasurer hereto duly authorized this sixth day of April A. D. 1880.

Signed sealed &c &c

Metropolitan R. R. Co.
by Calvin A. Richards, President
Charles Boardman, Treasurer

(Corporate Seal)

Commonwealth of Massachusetts

Suffolk S. S. Boston April 6 1880 Then personally appeared the above named Calvin A Richards President and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Railroad Company,
before me, H. R. Harding. Justice of the Peace.

Boston April 6 1880 At a meeting of the Board of Directors of the Metropolitan Railroad Company held this day it was **Voted** that the President and Treasurer be and they hereby are authorized on behalf of the Corporation to execute a confirmatory deed to Luther Farwell purchased by him of this corporation June 19 1872 and conveyed to him by deed of that date alleged to be defective. Attest H. R. Harding Secretary

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April 12 1880, Received, Entered and Examined, Attest, Thos. F. Temple Reg.

1143. 272

Lot G

Know all men by these presents, that The Metropolitan Railroad Company a Corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of Five Thousand four hundred and nine dollars and sixty cents to it ~~dollars~~ paid by ~~the~~ William F. Kerrigan of Boston in the County of Suffolk and said Commonwealth ~~a corporation~~ ~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said William F. Kerrigan his heirs and assigns forever a certain Lot of Land situate on Tremont street in said Boston and numbered five (5) on a Plan of land in Boston on Tremont St, Camden St, and Columbus Av. owned by Metropolitan Railroad Co made by P. G. Chase engineer and surveyor. - The premises hereby conveyed is bounded by Tremont street twenty one feet in the rear by an eight feet passage way, twenty one feet; and by lots numbered four (4) and six (6) on said plan ninety two feet each and containing nine teen hundred thirty two (1932) feet. - The premises are conveyed subject to the conditions and restrictions contained in the deed of the City of Boston to said Metropolitan Railroad Company bearing date Feby 10th A. D. 1863 and recorded with Suffolk County Deeds Lib 836 Fol 78 to which reference may be had said plan being recorded with Suffolk Records Lib 843 Folio 51 The premises are also conveyed with the right of way and privilege in common with others abbuttors thereon of said passage way which is to be forever kept open for the benefit of all the abbuttors thereon - This conveyance is not to be construed so as to give a right in any other passage way on said plan except the one above mentioned in the rear of said Lot numbered (5)

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said William F. Kerrigan and his heirs ..... and ..... assigns, to their own use and behoof forever.

And the said corporation hereby, ~~for~~ ~~and~~ ~~heirs, executors, and administrators~~ **covenants** with the said grantee and his heirs and assigns that it is ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid.

that it has ~~have~~ good right to sell and convey the same as aforesaid; and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid.

~~And for the consideration aforesaid~~ ~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead~~ ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by John W. Draper and Chas. Boardman its President and Treasurer hereto duly authorized ~~hereto set~~ ~~hand and seal~~ this nineteenth day of June in the year one thousand eight hundred and seventy two

Signed and sealed in presence of

The Metropolitan Railroad Company, by
John W Draper President.
Charles Boardman. Treasurer

(Corporate Seal.)

Commonwealth of Massachusetts. Suffolk ss. Boston June 19 1872. Then personally appeared the above-named John W. Draper and Chas Boardman and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan ~~before me~~ Railroad Company, before me,

John L. Andrews. Justice of the Peace.

January 31 1873. 11 h 6m AM. Received and entered with Suffolk Deeds, libro 1143 folio 272

Attest: Thos. F. Temple Register.

Boston May 6 1879.

Find under date June 19 1872 the following **Vote** recorded by John L. Andrews Secretary of this Company at that time

Voted that John H. Inches President and Charles Scarlott Treas of the Metropolitan Railroad Company be & hereby are empowered to convey on behalf of this Company a certain lot of land situate and **bounded on Tremont Street** in **Boston** and numbered 5 on a plan of lands made for said Company by J. S. Chase and recorded with Suffolk Records Lib. 8[illegible] fol 51 containing 1932 ft for the sum of $5409.60 to Wm. T. Merrigan and execute and deliver a deed of warranty with the usual covenants conveying the same

A true copy of the record, Attest H. R. Harding. Secretary Metropolitan R.R. Co

Recd May 7 1879 at Five o'clock and forty five minutes P.M. Received, Entered and Examined. Attest, Thos. F. Temple Reg.

1550.97 Columbus Ave

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of Twenty nine thousand and six hundred and thirty five dollars 10/100 ~~dollars~~ paid by the **City of Boston**

~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever a certain parcel of land situated in said Boston and bounded as follows, viz.

Northeastwardly by Camden Street there measuring eighty feet southeastwardly by the southeasterly line of Columbus Avenue as established by the Resolve and Order hereinafter mentioned three hundred and forty five and 05/100 feet, southwestwardly by other land of grantor eighty one and 64/100 feet northwestwardly by the northwesterly line of Columbus Avenue as established as aforesaid three hundred and twenty eight and 48/100 feet. Containing twenty six thousand nine hundred and forty one square feet more or less, and being a portion of the same parcel conveyed to grantor by said City by deed dated Feb 10 1863 and recorded with Suffolk Deeds Lib 836 fol 78.

And for the above named consideration said Corporation does also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said Columbus Avenue to the established grade thereof upon its remaining lands abutting upon said Avenue, and does also for itself and its successors and assigns covenant and agree with the said City of Boston that it will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulk head to support such filling or to support the bank on either side of said Avenue when cutting down is required for such grading and further that it will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon its said remaining lands abutting upon said avenue in grading the same as aforesaid unless a retaining wall or bulk head to support said filling shall be built upon the line of its said remaining lands abutting upon said Avenue. The described premises are shown together with a profile of the proposed grade of said Columbus Avenue on a plan made by Thomas W. Davis City Surveyor dated Sept. 23 A D 1881 and deposited in the office of the said City Surveyor. The above granted premises were taken and the grade of said Columbus Avenue was established in accordance with said profile by a Resolve and Order of the Board of Street Commissioners of the said City of Boston to extend said Avenue passed Nov 21 A D 1881 reference to which is hereby had and are to be used for the purposes of a public street of said City of Boston and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages costs expenses and compensation by reason of said taking and of the grading of said Avenue to the grade aforesaid. And said grantor does for itself and its successors covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof or the grading of said Avenue so far as such grading affects its lands abutting upon said avenue—

To have and to hold the above granted premises, ~~with all the privileges and appurtenances thereto belonging,~~ to the said **City of Boston** its successors and assigns in fee simple forever ~~and assigns, to their use and behoof forever.~~

And the said grantor ~~hereby~~, for itself and its successors does ~~heirs, executors, and administrators~~ **covenant** with the said City of Boston ~~grantee~~ and its assigns that it is ..... lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except said taking

that it has ~~have~~ good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that it will and its heirs, executors, and administrators shall **warrant and defend** the same to the said City of Boston ~~grantee~~ and its assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Calvin A Richards its President and Charles Boardman its Treasurer thereto duly authorized

~~hereto set hand and seal~~ this twenty eighth day of January in the year of our one thousand eight hundred and eighty two

Signed and sealed in presence of &c &c

Metropolitan Railroad Company
by Calvin A. Richards. President
Charles Boardman, Treasurer
(Corporate Seal)

~~Commonwealth of Massachusetts ss. 188 . Then personally appeared the above named and acknowledged the foregoing instrument to be free act and deed before me~~

~~Justice of the Peace~~

~~188 . h m M. Received and entered with Deeds, libro folio~~

~~Attest:~~ ~~Register~~

At a meeting of the Board of Directors of the Metropolitan Railroad Company duly notified and held on the 28th day of January 1882, it was **Voted**. That the President and Treasurer be authorized to sign seal acknowledge and deliver in the name and behalf of said Company the deed to the City of Boston dated this day whereby said Company conveys to said City a strip of land containing 26 ⁹⁄₁₀ 41 square feet more or less for the purpose of extending Columbus Avenue in accordance with a Resolve and Order of the Board of Street Commissioners of said City passed Nov 21 1881 and grants certain rights to and enters into certain covenants with said City which rights and covenants are particularly described in said deed. Attest H. R. Harding, Secretary

Commonwealth of Massachusetts

Suffolk ss. January 28th 1882. Then personally appeared the above named Calvin A. Richards President and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Metropolitan Railroad Company before me,

H. R. Harding Justice of the Peace.

Approved Roscoe P. Owen. City Conveyancer

January 28 1882 at Two o'clock and fifteen minutes P M. Received Entered and Examined. Attest, Thos. F. Temple Reg

1550-92 Pol I

Know all men by these presents, that the Metropolitan Railroad Company a Corporation duly established under the laws of the Commonwealth of Massachusetts.
in consideration of One hundred and seventy six dollars to it ~~dollars~~
paid by the City of Boston

~~a corporation~~
~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, ~~do~~ does hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever a certain parcel of land, situated in said Boston and bounded as follows, viz;

northeastwardly by Columbus Avenue as extended by a Resolve and Order of the Board of Street Commissioners of said City passed Feb 2 1881 there measuring eighty one and 61/100 feet; southeastwardly by other land of grantor two feet; southwestwardly by the former boundary line between Boston and Roxbury eighty one and 61/100 feet northwestwardly by other land of grantor two feet. Containing one hundred and sixty square feet more or less and being shown on a plan made by Thomas H. Davis, City Surveyor, dated Feb. 23 1881 and deposited in the office of said City Surveyor.

The granted premises are a portion of the same parcel conveyed to said grantor by said City by deed dated Feb 10 1863 and recorded with Suffolk Deeds Lib 836 fol. 481.

To have and to hold the aforegranted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said City of Boston and its assigns, ~~to their use and behoof~~ forever as aforesaid.

~~And hereby, for and heirs, executors and administrators~~ **covenant** ~~with the grantee and assigns that lawfully seized in fee simple of the granted premises, that they are free from all incumbrances,~~

~~that have good right to sell and convey the same as aforesaid~~; and that it will and its ~~heirs, executors, and administrators~~ successors shall **warrant and defend** the same to the said City of Boston ~~grantee~~ and its assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name & behalf by Calvin A. Richards, its President and Charles Boardman its Treasurer, thereto duly authorized

~~hereto set hand and seal~~ this twenty eighth day of January in the year of our Lord one thousand eight hundred and eighty two.

Signed and sealed in presence of &c &c

Metropolitan Railroad Company,
by Calvin A Richards, President
Charles Boardman, Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. January 28 1882. Then personally appeared the above-named Calvin A. Richards, President, and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Metropolitan ~~before me~~ Railroad Company. before me,

H. R. Harding Justice of the Peace.

~~188 . h. m. M. Received and entered with Deeds, liber folio~~

~~Attest:~~ ~~Register~~

At a meeting of the Board of Directors of the Metropolitan Railroad Company, duly notified and held on the 28th day of January 1882 it was **Voted** That the President and Treasurer be authorized to sign, seal, acknowledge and deliver in the name and behalf of said Company a warranty deed to the City of Boston, with the usual covenants, conveying for the sum of one hundred and seventy six dollars a parcel of land containing one hundred and sixty square feet more or less and adjoining the westerly termination of Columbus Avenue as extended by a Resolve and Order of the Board of Street Commissioners of said City passed Nov 21 1881

Attest H. R. Harding, Secretary

January 28 1882 at two o'clock and fifteen minutes P. M. Received, Entered and Examined. Attest Thos. F. Temple Reg

942.1

35

Know all men by these presents, that the Metropolitan Railroad Company a Corporation established by the Commonwealth of Massachusetts in consideration of thirty thousand three hundred and seventy two dollars paid by ~~the~~ Charles E. Fuller of Boston in the County of Suffolk and said Commonwealth ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Charles E. Fuller his heirs and assigns forever a certain lot or parcel of land situated on Tremont and Westfield Streets in said Boston bounded, described and measuring as follows;

commencing on the northwesterly side of said Tremont Street on the corner of lots 8 and 9 (on a plan of lands in Boston on Tremont Street, Camden Street and Columbus Avenue owned by the Metropolitan Railroad Company made by J. E. Chase, Engineer and Surveyor and recorded with Suffolk Deeds Lib 873 Folio 51) at a point twenty feet from Westfield Street a street laid out as per plan but not yet accepted, and running by said Tremont Street about southwesterly to other lands of said Metropolitan Railroad Company one hundred seventeen (117 7/10) 7/10 feet; then turning at right angles and running northwesterly by land of said Metropolitan Railroad Company two hundred forty five (245 8/100) 8/100 ft to an eight feet passage way, separating the premises from lots 31, 32, 33 and 34 on said plan leading from land of said Company to said Westfield Street, then turning and running by said passageway, one hundred and two feet and 4 1/100 (102 4/100) to said Westfield Street then turning and running by said Westfield Street one hundred seventy seven feet and 58/100 (177 58/100) to lot No. 8 on said plan, then turning and running southwesterly by said lot 8 on said plan nineteen feet 3/10 ft (19 3/10) then turning and running southeasterly on lot No 8 on said plan, ninety two (92) feet to the point of beginning said lot estimated to contain 30.372 square feet;

together with a privilege in common with others in said eight feet passage way from land of said Company (marked on said plan as West Lenox Street, but since discontinued as a street) to Westfield Street. This conveyance is made subject to all the conditions and restrictions contained in the deed of City of Boston to said Metropolitan Railroad Company dated Feby 10th 1863 and recorded with Suffolk Deeds Lib 836 fol 78 and upon the further condition and restriction that no building which shall be erected on the granted land shall have exterior walls of any other materials than brick stone or iron. It is expressly agreed that no rights or privileges are hereby conveyed or shall be acquired by the grantee under this deed, in any land of the Grantors southerly of said premises and called on said plan West Lenox Street, said West Lenox Street never having been dedicated as a public Street or accepted by said City of Boston, as such, the intention of said Grantors to lay the same out as a street having been abandoned.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Charles E. Fuller his heirs ..... and ..... assigns, to his and their use and behoof forever.

And the said ~~hereby~~ Grantors, for themselves and their ~~heirs, executors, and administrators~~ successors and assigns do **covenant** with the said grantee and his heirs and assigns that they are ..... lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, (taxes for the year 1868 to be paid by the Grantees) except said conditions and restrictions. nothing contained herein to be held to bind the Grantors or their assigns to build, grade or otherwise construct or keep in repair said Westfield Street ..... that they have good right to sell and convey the same to the said grantee and his heirs & assigns forever as aforesaid; and that said ~~Metropolitan Railroad Company will and~~ their successors and assigns shall **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company have caused these presents to be subscribed by Hayward P. Cushing President pro-tempore and Charles Boardman Treasurer of said Company thereto duly authorized by a vote of the Directors of said Company, and have caused the corporate seal of said company to be hereto affixed ~~hereto set hand and seal~~ this twenty ninth day of April in the year of our Lord one thousand eight hundred and sixty eight.

Signed and sealed in presence of &c

Metropolitan Railroad Co. by
Hayward P. Cushing Pres.t Pro. tem.
Charles Boardman Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. Sept 8th 1868. Then personally appeared the above-named Hayward P. Cushing and Charles Boardman and acknowledged the foregoing instrument to be their free act and deed of said Metropolitan ~~Rail~~ Railroad Company, before me,

John L. Andrews Justice of the Peace.

~~100~~ ~~A~~ ~~B~~ ~~M~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest~~ ~~Register~~

I hereby certify that at a meeting of the Directors of the Metropolitan Rail road Company held on the 23d day of June A. D. 1868, the following vote was adapted by the Board viz Voted that Hayward P. Cushing President pro-tem pore and Charles Boardman Treasurer of Metropolitan Railroad Company, are hereby empowered to convey in behalf of this Company, thirty thousand three hundred and seventy two feet of land situate on Tremont and Westfield Streets in the City of Boston, sold to Charles E. Fuller for the sum of one dollar per foot, and execute and deliver a deed of warranty to said Fuller his heirs or assigns under date of April 29th 1868 with the usual covenants conveying the same, with conditions and restrictions as to passage way and building. And that said company accept the notes of said Fuller for seventy five per cent of said purchase money, payable in one two and three years with interest at seven per cent payable semiannually and secured by a mortgage on the premises -

A true copy from the records - Attest John L. Andrews Secy -

October 27 1868 at one o'clock P. M. Received, Entered and Examined.

Attest James Rice Reg.

00-2-0

Metropolitan R.R. Co. to Boston Boating Club Company

Know all Men by these Presents

That the Metropolitan Rail Road Company the Grantor named in a deed to Charles E Fuller dated June 20, 1868 and recorded with Suffolk Deeds Lib 0-2 fol 1 for good and sufficient considerations and one dollar to said Company paid by the Boston Boating Club Association the grantee named in said Fullers deed dated June 16 1868 and recorded with said deeds Lib 942 fol 270 the receipt whereof is acknowledged hereby covenants and agrees with said Association and its successors and assigns, that in no event will said Corporation claim that a breach of the condition and restriction in the deed first aforesaid set forth (to wit "that no building which shall be erected on the granted land shall have exterior walls of any other materials than brick stone or iron) works a forfeiture of said land in the deed first aforesaid described, but said condition shall only give the said Company and parties claiming under it a right to abate and remove anything on the said land contrary to the said condition and restriction and at the cost and expense of the said Association, its successors and assigns and without being deemed guilty of any trespass whatsoever. Intending hereby so far as said Company has right so to do, to declare all the conditions made and imposed by the said Company in the deed first aforesaid to be restrictions merely without any rights of forfeiture for a breach thereof. but not intending in any way to interfere with, impair or release the same as restrictions with all lawful rights of abatement + removal as aforesaid upon any violation thereof. Nothing herein contained shall be construed to invalidate, impair or in any way affect the right of the City of Boston or any other Corporation or person in the conditions contained in the deed from said City to the said Railroad Co or in any deeds which have been given by said Metropolitan R.R. Co. of any part of the land conveyed by said City to said R.R. Co or any conditions or provisions therein contained. In witness whereof the Metropolitan Rail Road Company has caused its corporate seal to be hereto affixed and these presents to be executed by William Gunston its President and Charles Boardman its Treasurer hereto duly authorized on this first day of July A.D. 1869. The Metropolitan Railroad Company by Wm Gunston Presdt Charles Boardman Treasurer and the corporate seal. In presence of H Jewell Commonwealth of Massachusetts Suffolk ss Boston July 8, 1869 Then personally appeared the above named President and Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Railroad Company. Before me. Harvey Jewell Justice of the Peace. July 8th 1869 at one o'clock P.M. Received Entered and Examined.

Attest James Rice Reg.

Whereas Ezra D Winslow did by mortgage deed dated September 1st 1871 and recorded with Suffolk Deeds Libro 1069 Folio 57 convey the premises hereinafter described to the Boston Five Cents Savings Bank, and whereas in and by said mortgage deed the grantee therein named or its assigns were authorized and empowered upon any default in the performance or observance of the condition of said mortgage to sell the said premises with all improvements that might be thereon at public auction on or near the granted premises first publishing a notice as therein required and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple and whereas there has been such default and notice has been published and a sale has been made as will more particularly appear in and by the affidavit hereto to be subjoined, -

Now therefore, Know all Men that the said Boston Five Cents Savings Bank by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power it hereto enabling and in consideration of the sum of Eighty thousand Dollars to it paid by the Metropolitan Railroad Company a corporation duly established by law at Boston in the County of Suffolk and Commonwealth of Massachusetts doth hereby grant, bargain sell and convey unto the said Metropolitan Railroad Company all and singular the premises conveyed by the aforesaid mortgage deed, namely,

all that lot of land in said Boston with the buildings thereon formerly known as "The Boston Skating Rink" and now known as the "Tremont Market" estimated to contain 30.372 square feet and bounded

Southeasterly by Tremont Street one hundred and seventeen and a half feet, Southwesterly by land now or late of the said Metropolitan Railroad Company two hundred and forty five feet and 8/100 North westerly by an eight feet passage way One hundred and two and 41/100 feet. Northeasterly by West field street one hundred and seventy seven and 58/100 feet. Southeasterly by land late of said Metropolitan Railroad Company nineteen and 3/10 feet and Northeasterly again by the same ninety two feet to the first boundary on Tremont street with all the rights and easements especially in said passage-way to said premises belonging. Subject however to the conditions imposed by the City of Boston by deed dated Feb 10 1863 and recorded with Suffolk Deeds Lib 836 Fol 78 now affecting only the Southeasterly part of the granted premises to the distance of one hundred feet from Tremont Street and no more and also subject to the taxes assessed on said premises May 1st 1877.

To Have and To Hold the same to the said Metropolitan Railroad Company its successors and assigns to their own use and behoof forever.

In witness Whereof the said Boston Five Cents Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Alonzo H. Evans its President and Curtis C. Nichols its Treasurer hereto duly authorized, this eighth day of May in the year one thousand eight hundred and seventy seven.

Boston Five Cents Savings Bank by Alonzo H. Evans Prest. (Corporate Seal)
Curtis C. Nichols Treas.

Signed and sealed &c

Commonwealth of Massachusetts.

Suffolk S.S. May 14 1877. Then personally appeared the above named Alonzo H Evans and Curtis H. Nichols and acknowledged the foregoing instrument to be the free act and deed of the Boston Five Cent Savings Bank

before me G. H. Richards Justice of the Peace.

May 15 1877 at one o'clock and eleven minutes P.M. Received Entered and Examined Attest Thos F Temple Reg.

The following is subjoined to the preceding.

Affidavit

I Curtis C. Nichols the Treasurer and duly authorized Agent of the said Boston Five Cents Savings Bank, on oath depose and say on behalf of the said Savings Bank that default has been made in the payment of the principal sum mentioned in the condition of the mortgage deed above referred to, the said principal sum not having been at the time when it became payable or at any time paid or tendered to any person authorized to receive the same. and that pursuant to the provisions of said mortgage deed, I published on the thirteenth, twentieth and twenty seventh days of April 1877 in the Daily Evening Traveller a newspaper published in the County of Suffolk aforesaid a notice of which the following is a true copy:

By virtue of the power of sale contained in a certain mortgage deed given by Ezra D Winslow to the Boston Five Cents Savings Bank, dated September 1st 1871 recorded with Suffolk Deeds Lib 1069 fol 57 will be sold at public auction, on the premises described in said mortgage deed on Saturday the twenty eighth day of April 1877 at three o'clock in the afternoon for breach

of condition of said mortgage deed and for the purpose of foreclosing the same, all and singular the premises conveyed by said mortgage deed namely,

All that lot of land in Boston in the County of Suffolk and Commonwealth of Massachusetts, with the buildings thereon formerly known as the Boston Skating Rink" and now known as the Tremont Market" estimated to contain 30.372 Square feet and bounded Southeasterly by Tremont Street one hundred and seventeen and a half feet: Southwesterly by land now or late of the Metropolitan Railroad Company two hundred and forty five and 8/100 Northwesterly by an eight feet passage way one hundred and two and 4/100 feet. Northeasterly by Westfield street one hundred and seventy seven and 58/100 feet. Southeasterly by land late of the Metropolitan Railroad Company ninetten and 3/10 feet: and Northeasterly again by the same ninety two feet to the first boundary on Tremont Street with all the rights and easements especially in said passage way, to said premises belonging subject, however, to the conditions imposed by the City of Boston by deed dated Feb 10 1863 and recorded with Suffolk Deeds Lib 836 Fol 78 now affecting only the Southeasterly part of the granted premises to the distance of One Hundred feet from Tremont street and no more

Terms of sale made known at time and place of sale

Boston Five Cents Savings Bank
Mortgagee

Ap 13 -- 3 F By Curtis C. Nichols Treasurer.

And I further depose and say that pursuant to said notice and at the time and place therein appointed, the said default still continuing, I sold the premises conveyed by said mortgage deed at public auction by Samuel Hatch a duly licenced auctioneer, to the Metropolitan Railroad Company abovenamed, for the sum of Eighty thousand Dollars which amount was bid by the said Railroad Company and was the highest bid made therefor at said auction and I have this day in pursuance of said power contained in said mortgage delivered to said Metropolitan Railroad Company the foregoing deed of said mortgaged premises

Witness my hand this fifteenth day of May A.D 1877
Curtis C. Nichols Treasurer.

Commonwealth of Massachusetts.

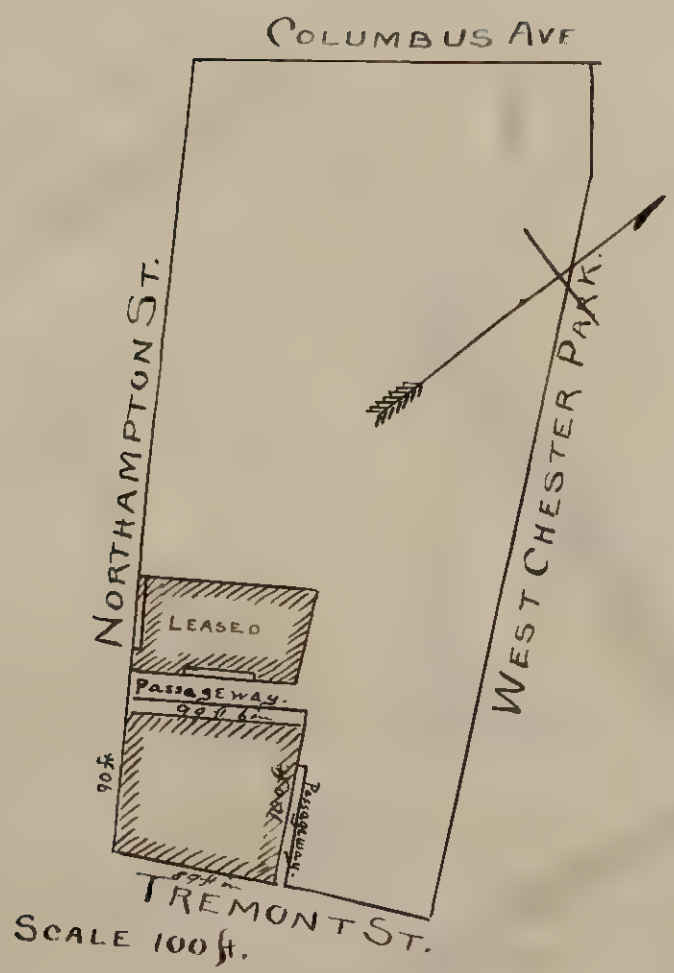
Suffolk S.S. May 15th 1877. Then personally appeared the above named Curtis C. Nichols and made oath that the foregoing statement by him subscribed is true, before me.

G. H. Richards. Justice of the Peace.

May 15 1877 at one o'clock and eleven minutes P.M. Received, Entered and Examined and Reference made as by law required

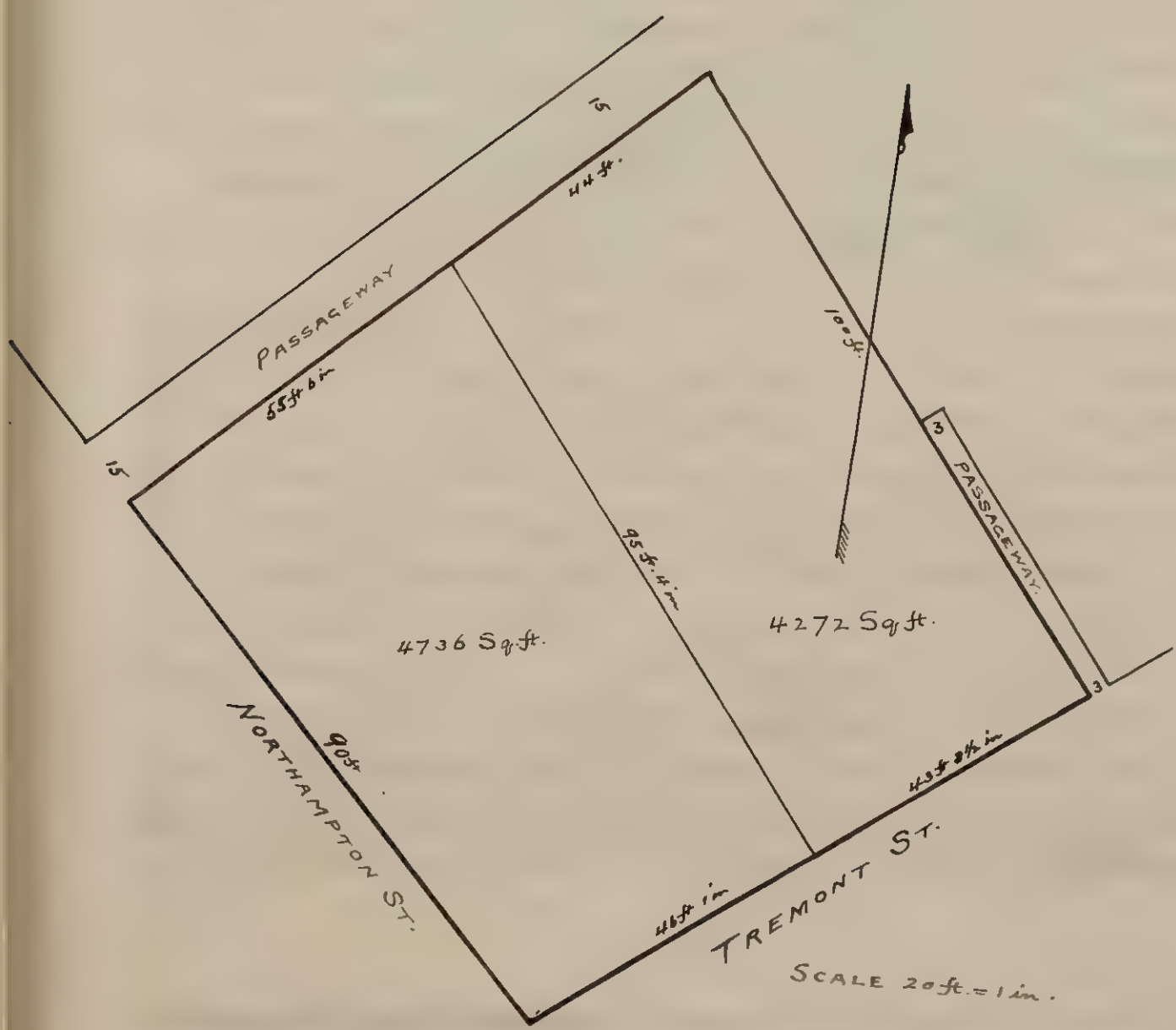
Attest: Thos F. Temple. Reg.

Tremont and Northampton sts



Northampton & Tremont Sts.

Plan:



1551. 296. A. W. Benton et al to Highland St. R'way Co. Plan by Alex. Wadsworth, Lib 853 fol 89. of which above is a copy. page 40
also Plan Book page 8

L

A	4736	4	13944.
	4372	325	14,219.

B

A	4736	13,024
	4372	19,520.98

1551-296

Know all men by these presents, that we, Austin W. Benton and Caroline A. Benton, wife of said Austin W. in her right, Mortimer C. Ferris and Mary E. Ferris wife of said Mortimer C. in her right, and Eliza T. Raymond, Widow of Edward A. Raymond deceased, all of Brookline ~~in consideration of~~ ~~paid by the~~ dollars in the County of Norfolk and Commonwealth of Massachusetts: In consideration of Forty Four Thousand Dollars to us paid by The Highland Street Railway Company a corporation duly established ~~under the~~ law~~s of the Commonwealth of Massachusetts~~ in at Boston in the County of Suffolk and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Highland Street Railway Company its successors and assigns forever, a certain lot of land with the buildings thereon situated on the corner of Tremont and Northampton Streets in said Boston, containing 4[illegible] square feet according to a plan made by Geo. Hadsworth, Surveyor, dated December 28, 1867 and recorded with Suffolk Deeds Lib 853 fol 81 and **bounded** Southeasterly by said Tremont Street forty six (46) feet and one (1) inch Southwesterly by said Northampton Street ninety (90) feet Northwesterly by a passageway fifteen (15) feet wide, fifty five (55) feet and six (6) inches and Northeasterly by the dower estate of said Eliza T. Raymond hereinafter described, ninety five (95) feet and four (4) inches or however otherwise bounded measured or described and be said contents more or less.

Also all that lot of land with the buildings thereon situated on said Tremont Street adjoining the lot above described, containing 422 square feet according to said plan and **bounded**

Southeasterly by said Tremont Street forty three (43) feet and eight and one half (8½) inches. Southwesterly by the lot above described ninety five (95) feet, and four (4) inches, Northwesterly by said fifteen (15) feet passage way forty four (44) feet and Northeasterly partly by land formerly of said Edward A. Raymond deceased and partly by a passageway three (3) feet wide one hundred (99) feet or however otherwise bounded measured or described be said contents more or less

together with the right to use said three (3) feet passage way which is to be forever kept open for the benefit of the premises hereby conveyed and the other estates abutting thereon. Each of said estates is subject to a lease to John C. Manson for five years from April 1, 1888. And the grantors hereby, for the consideration aforesaid, assign and transfer, both of said leases to said grantee. The title of said Caroline A. Benton and Mary E. Ferris is derived under the will of Edward A. Raymond, deceased, duly proved and allowed by the Probate Court for the County of Norfolk, August 27 1864. For the title of said Edward A. see Suffolk Deeds Lib 762 fol 212 See also deed from said Mortimer C. and Mary E. Ferris to said Caroline A. Benton dated January 2 1865 and recorded with Suffolk Deeds Lib 853 fol 89 Also assignment of Dower to said Eliza T. Raymond Suffolk Deeds Lib 853 fol 123

To have and to hold the ~~above referred~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the premises are free from all incumbrances made or suffered by us except as aforesaid

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us except as aforesaid but against none other.

~~And for the consideration aforesaid~~ The consideration paid for the estate first mentioned is thirty two thousand Dollars ($32 000) For the estate mentioned second is twelve thousand dollars $12000 ~~do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Austin W. Benton, Caroline A. Benton, Mortimer C. Ferris, Mary E. Ferris, and Eliza T. Raymond hereunto

~~hereto~~ set our hands and seals this thirteenth day of February in the year one thousand eight hundred and eighty two

Signed and sealed in presence of &c

Austin W. Benton (Seal)
Caroline A. Benton (Seal)
Mortimer C. Ferris (Seal)
Mary E. Ferris (Seal)
Eliza T. Raymond (Seal)

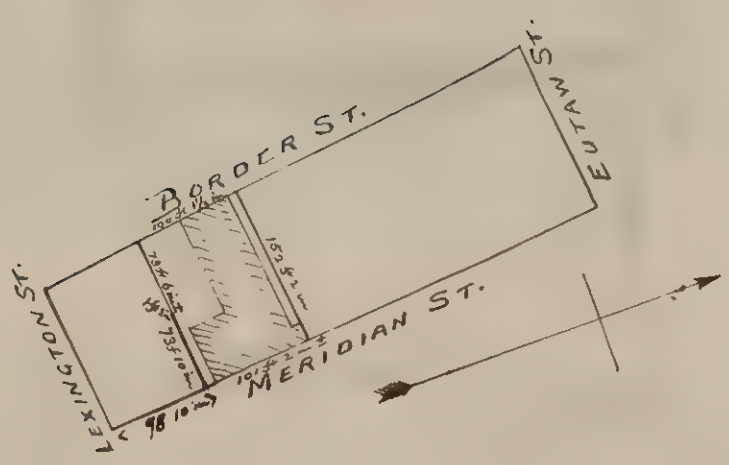
Commonwealth of Massachusetts. Suffolk ss. Boston February 15 1882. Then personally appeared the above-named Caroline A. Benton & Mary E. Ferris and acknowledged the foregoing instrument to be their free act and deed before me —

Jeremiah Colburn Justice of the Peace.

February 16 1882, 1 h. 14 m. P M. Received and entered with Suffolk Deeds, libro 1551 folio 296

Attest: Thos. T. Tenkie Register.

East Boston Meridian [illegible]



East Boston:
Meridian and Border Sts.

1019.125. Mark Googins to Metrn R.R. Co. A — page 43
1019.126. John J. Loco to Metrn R.R. Co } B — " 44
1019.127. J. J. Loco et al Trs to Metrn R.R. Co } B — " 45
Plan Boydon Cast Iron & Steel Co by R H. Eddy
Suff. 448 end. See Plan Book page 12.

L

A	15000		50	7500

B

A	56 x 150	8455.	1.75	14,796.
	22 x 150	3300	2.50	8,250.
	18 x 56			1.000.

1019. 125.

Know all men by these presents, that I Mark Googins of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of One hundred Dollars dollars

paid by the Metropolitan Railroad Company

..... a corporation

duly established ~~under the~~ by laws ~~of the~~ in said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company and its Successors and assigns

all that lot of land in that part of Boston called East Boston with the improvements thereon described & measuring as follows, to wit, Beginning at a point on the Westerly line of Meridian Street distant Northerly from the point of junction of said Westerly line of Meridian Street with the Northerly line of Lexington Street, ninety eight feet and ten inches, thence running Northerly on the said Westerly line of Meridian Street one foot and two inches, thence turning and running Westerly seventy three feet and ten inches, thence turning and running Southerly one foot and two inches, thence turning and running easterly seventy three feet and ten inches to the point of beginning - Being a portion of lot "D" on A. H. Eddy's Plan of Section 3 of East Boston and being a part of the same premises conveyed to me by deeds of Aurora D. Swain and another dated April 13 1866 and recorded with Suffolk Deeds Lib 877 Fol 249 and of Elizabeth F. Noble and others dated April 13 1866 and recorded with Suffolk Deeds Lib 877 Fol 250

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their their use and behoof forever.

And I do hereby, for myself ..... and my heirs, executors, and administrators **covenant** with the said grantee and its ~~assigns that~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I Mary A. Googins wife of the said Mark do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Mark Googins and Mary A. Googins have hereunto ~~hereto~~ set our hands and seals this thirtieth day of September in the year one thousand eight hundred and seventy

Words "heirs" erased &c and affixed and cancelled the stamp required by law

Signed ~~and~~ sealed and delivered in presence of

Thomas Robinson
Freeman S. Emery

Mark Googins (Seal)
Mary A. Googins (Seal)

Commonwealth of Massachusetts, Suffolk ss. Oct 4th 1870 ~~ss~~. Then personally appeared the above-named Mark Googins and acknowledged the foregoing instrument to be his free act and deed

before me —

Thomas Robinson *Justice of the Peace.*

October 19. 1870 ~~ss~~, 2 h 40 m P M. Received and entered with ..... Deeds, libro 1019 folio 125

Attest: Andrew Cazneau *Register.*

1019-126

Know all men by these presents, that I, John J Low of West Roxbury in the County of Norfolk

in consideration of Forty One hundred and twenty Dollars and 4/100 ($4120 4/100) ~~dollars~~

paid by the The Metropolitan Rail Road Company

duly established ~~under the~~ by laws ~~of~~ in the Commonwealth of Massachusetts, and having its principal place of business at Boston in the County of Suffolk in said Commonwealth, a corporation the receipt whereof is hereby acknowledged, do hereby give, ~~grant~~, bargain, sell and convey unto the said Corporation its successors and assigns **one undivided half part** of a certain piece or parcel of land situated in that part of said Boston known as **East Boston** and bounded described and measuring as follows, viz Commencing on the Westerly side of Meridian Street One hundred feet Northerly from the Northerly side of Lexington Street and running in a Westerly direction One hundred and forty seven feet and four inches more or less to Border Street then turning and running on said Border street in a Northerly direction One hundred feet one and one third inches more or less then turning and running in an Easterly direction One hundred and fifty two feet two inches more or less to Meridian street there turning at right angles & running on said Meridian Street in a Southerly direction one hundred feet more or less to point of beginning, said lot of land being numbered sixty two (62) on a plan of the land and property of the Boyden Malleable Cast Iron and Steel Company and made by R. H. Eddy and recorded with Suffolk Deeds Lib 448 at the close The premises are the same conveyed as to one undivided half to said John J. Low and as to one undivided half to Francis Low by Noah Sturtevant by deed dated May 10 1847 and recorded with Suffolk Deeds Lib 576 Fol 101

To have and to hold the above granted premises, with all the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Corporation its Successors ..... and ..... assigns, to ..... their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the grantee its ~~and~~ successors and assigns that ... I am ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid ~~as aforesaid~~; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid ..... do hereby release unto the grantee ..... all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof I the said John J Low together with my wife Adeline Low who joins herein in token of her release of all rights of Dower and Homestead Exemption in the granted premises have hereunto set our hands and seals this first day of October in the year one thousand eight hundred and seventy

Signed and sealed in presence of

hers four times erased
F. H. Balch to J. J. L. — Adeline Lowe

James Freeman Clarke witness to Adeline Lowe's signature

John W. Low (Seal)

Adeline Lowe (Seal)

Commonwealth of Massachusetts. Suffolk ..... ss. Bos. Oct 2 1870 ~~100~~. Then personally appeared the above-named John J. Low and acknowledged the ~~foregoing~~ above instrument to be his free act and deed

before me —

Francis H. Balch. *Justice of the Peace.*

October 19 1870 ~~100~~. 2 h 40 m PM. Received and entered with ..... Deeds, libro 1019 folio 126

Attest: Andrew Cagneau *Register.*

1019-127

Know all men by these Presents,

That we John J. Low and Eben Bacon both of West Roxbury in the County of Norfolk as we are Trustees under the Will of Francis Low late of said West Roxbury (formerly part of Roxbury) deceased testate, acting under the power in us by said will vested and in order to effect a distribution of the trust estate according to said Will in consideration of Forty one hundred and twenty Dollars 41/100 ($4120 41/100) paid by the Metropolitan Rail Road Company a corporation duly established by law in the Commonwealth of Massachusetts and having its principal place of business at Boston in the County of Suffolk in said Commonwealth the receipt whereof is hereby acknowledged do hereby convey remise release and forever quitclaim unto the said Corporation its successors and assigns one undivided half part of a certain piece or parcel of land situated in that part of said Boston known as East Boston and bounded described and measuring as follows, viz; Commencing on the Westerly side of Meridian Street one hundred feet Northerly from the Northerly side of Lexington Street and running in a Westerly direction One hundred and forty seven feet and four inches to Border Street there turning and running on said Border Street in a Northerly direction One hundred feet One and one third inches there turning and running in an Easterly direction one hundred and fifty two feet two inches to Meridian Street there turning at right angles and running on said Meridian Street in a Southerly direction One hundred feet to point of beginning said lot of land being numbered sixty two (62) on a plan of the land and property of the Boyden Malleable Cast Iron and Steel Company made by R. H. Eddy and recorded with Suffolk Deeds Lib 448 at the Close. The premises are the same conveyed as to one half undivided to said John J Low and as to one half undivided to said Francis Low by Noah Sturtevant by his deed dated May 10 1847 and recorded with Suffolk Deeds Lib 576 Fol 101.

To Have and To Hold the above released premises with the rights, easements and appurtenances thereto belonging to the said Corporation its Successors and Assigns to their use and behoof forever. And the said Trustees for themselves and their heirs, executors and administrators, do covenant with the said Corporation its Successors and assigns that the premises are free from all incumbrances made by them or either of them.

In Witness Whereof we the said John J. Low and Eben Bacon Trustees as afore said have hereunto set our hands and seals this first day of October in the year of our Lord eighteen hundred and seventy.

Signed, sealed and delivered in presence of him so erased.

F. A. Balch to J.J.L. J. H. Balch to E.B.

John J. Low (Seal) Trustees.
Eben Bacon (Seal)

Commonwealth of Massachusetts.

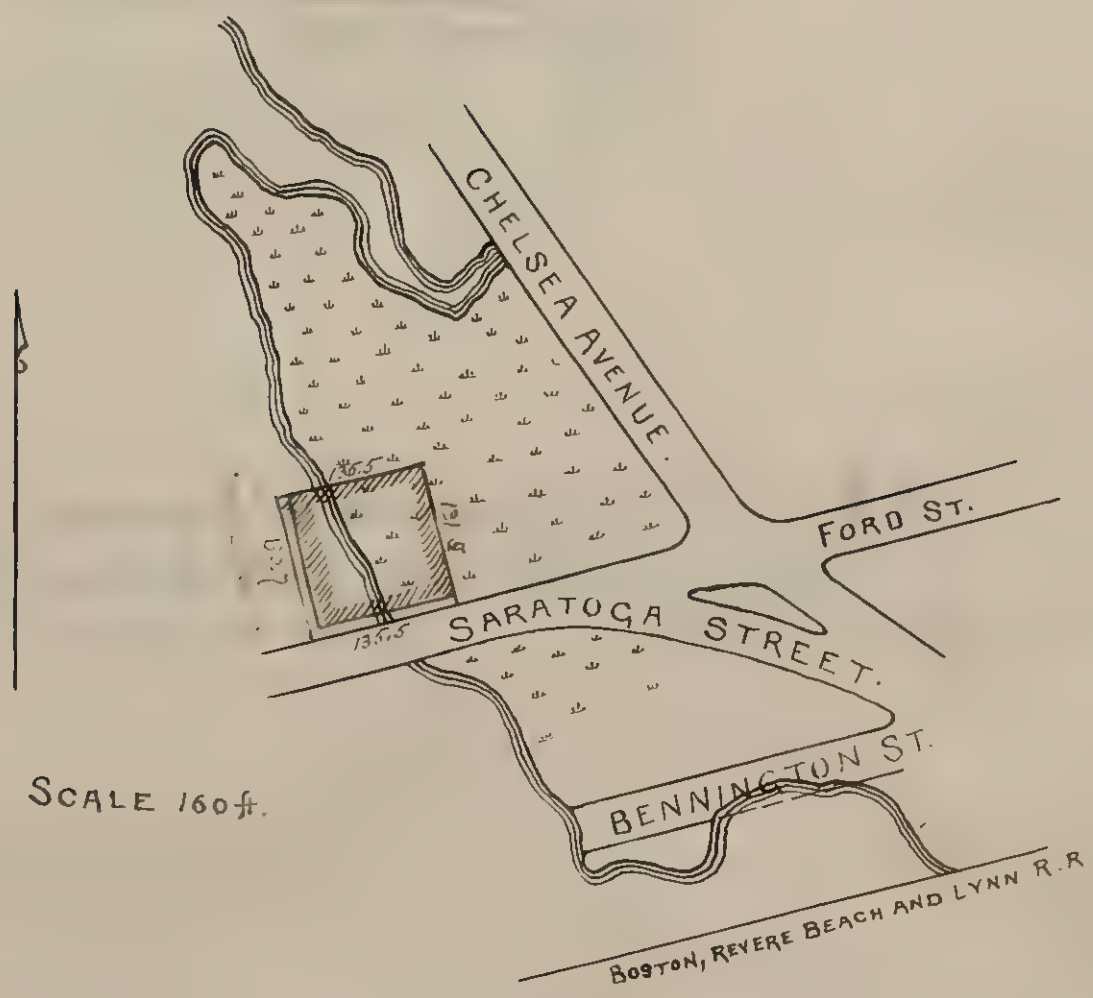
Suffolk S.S. Boston Oct 19th 1870 Then personally appeared the above named John J Low Trustee and acknowledged the above instrument to be his free act and deed.

Before me, Francis A Balch. Justice of the Peace.

October 19. 1870 at Two o'clock and forty minutes P.M. Received, Entered and Examined.

Attest Andrew Cagneaw Reg

East Boston (Breed's Island)



East Boston:
Saratoga St.

Plan:

1701.326. Edward Turner et al Trs. to Metr'n R. R Co. Plan of page 48
Whitman Breck & Co. Sept. 1885. 1701.326.

See Plan Book page 13.

L

A 17611 10 1761

B

A 123 x 59 7287. 60 4372.
123 x 64 7904 120 9840.

1701-326

Know all Men by these Presents,

That we Edward Turner of Quincy in the County of Norfolk and Commonwealth of Massachusetts and Costello C. Converse of Malden in the County of Middlesex and said Commonwealth, as we are Trustees of the Voluntary Association known as the Boston Land Company, our rights powers and duties as such Trustees being fully set forth in a Declaration of Trust made by William B. Stevens and Alpheus P. Blake dated September 2 1871 and recorded with Suffolk Deeds Libro 1282 Folio 146 to which Declaration reference is hereby made, in consideration one One dollar to us paid by Metropolitan Railroad Company, a Corporation, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said Metropolitan Railroad Company a certain parcel of land, situated in that part of Boston in the County of Suffolk and said Commonwealth called East Boston. And the said parcel of land is bounded and described as follows, viz,

Southerly on Saratoga Street there measuring one hundred and thirty five 5/10 feet, Westerly by the Mill Pond there measuring one hundred and thirty two 7/10 feet; Northerly by land belonging to said Trustees of the Boston Land Company there measuring one hundred and thirty five 5/10 feet, Easterly by land belonging to said Trustees of the Boston Land Company there measuring one hundred and thirty one 5/10 feet, said parcel of land is situated on the Northerly side of Saratoga Street. Said Westerly line begins at a point in the Northerly line of Saratoga Street distant seventeen feet Westerly from the tangent point thereof. Reference is expressly made to a plan of said land made by Whitman Breck & Co dated September 1885, herewith recorded, containing Seventeen thousand six hundred and eleven square feet of land more or less.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said grantee and its successors and assigns to their own use and behoof forever. And we the said grantors do hereby for ourselves and our heirs executors and administrators covenant with the said grantee, and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us, and that we will, and our heirs executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other.

In witness whereof we the said Edward Turner and Costello C. Converse as Trustees as aforesaid, here unto set our hands and seals this Third day of September in the year eighteen hundred and eighty five.

Signed sealed &c

Edward Turner Trustee (Seal)
Costello C. Converse Trustee (Seal)

We the undersigned Directors of the said Boston Land Company hereby approve the foregoing deed.

Edward E. Floyd.
J. W. Converse
John C. Watson.

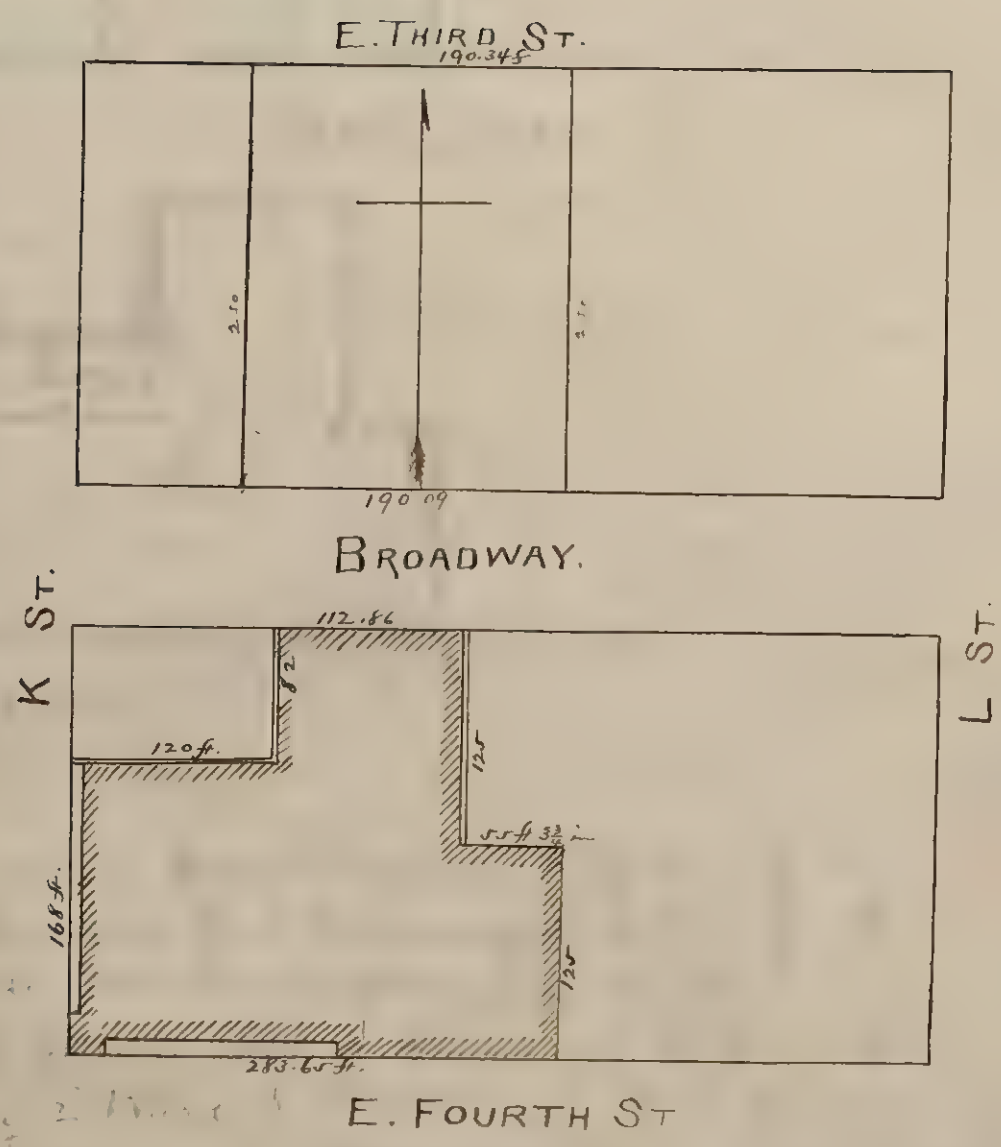
Commonwealth of Massachusetts.

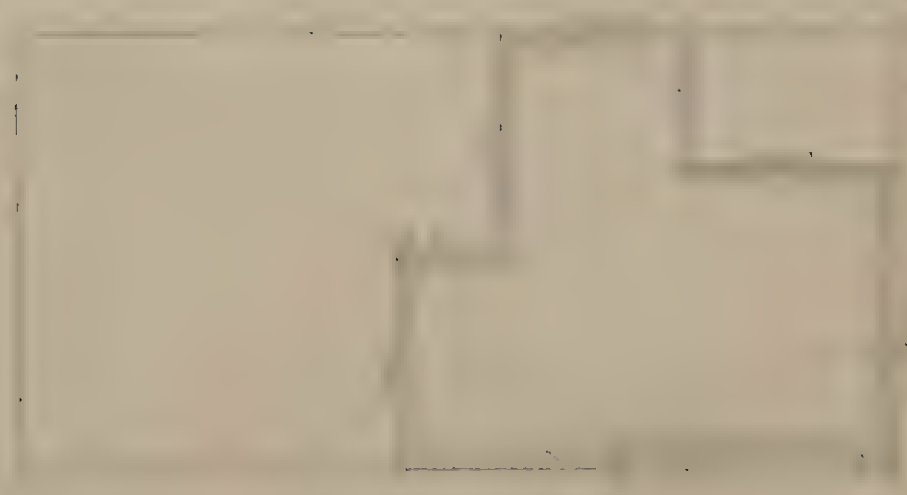
Suffolk s.s. Boston November 12th 1885. Then personally appeared the above-named Edward Turner and Costello C. Converse and severally acknowledged the foregoing instrument to be their free act and deed as Trustees of said Boston Land Company, before me,

George F. Piper, Justice of the Peace.

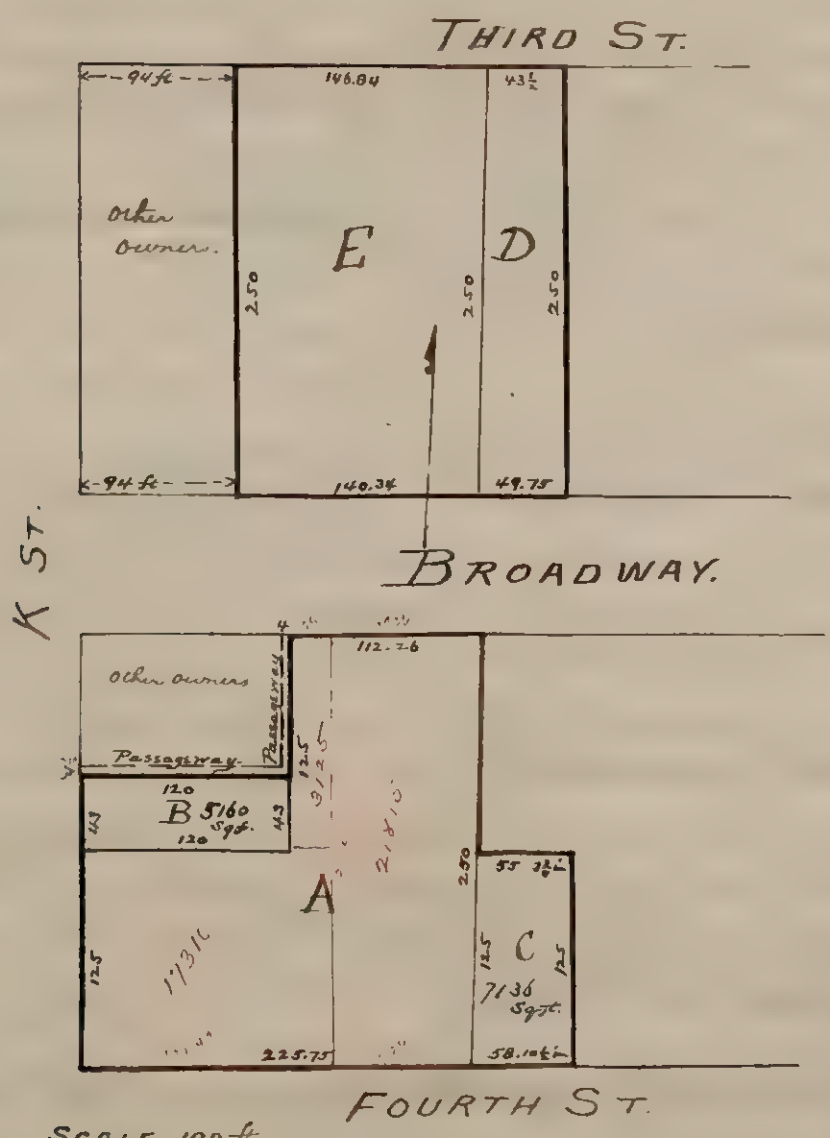
November 14 1885 at eleven o'clock A. M. Received, Entered and Examined.
Attest Thos. F. Temple Reg.

South Boston. Broadway, Third, Fourth and K & L Sts





So. Boston:
Broadway & Third, Fourth and K Sts.



836.57 S. P. Fuller et al to Broadway R. R. Co. } A page 51
836.57 S. P. Fuller et al to Broadway R. R. Co } A " 52
857.181 S. P. Fuller et al to Broadway R. R. Co } A " 53
901.294 Geo. B. James et al to Broadway R. R. Co B " 54
920.178 Mary E. Ward to Broadway R. R. Co } C " 55
-920.177 F. P. Freeman to Broadway R. R. Co. Rel from Mort } C " 56

1051.169. Abel T. Atherton to So. Boston R. R. Co } I " 57
-1394.168 Jas. French Tr. to So. Boston R. R. Co } I " 58
1553.225. Florence Donnellan et al to So. Boston R. R. Co. E " 59

17310
21815
3125
42250

17310
21815
7136
3125
49375
5160
54546


THIRD ST

636.57

Know all Men by these Presents,

That we **Stephen P. Fuller** and **Samuel H. Russell**, both of Boston in the County of Suffolk in the Commonwealth of Massachusetts, as we are **executors** of the last will and testament of Benjamin Adams late of said Boston deceased, [Robert C. Winthrop Junior the other executor named in said will having declined that office] by virtue of the authority to us given in said will and in consideration of Twelve Thousand Five Hundred Dollars to us paid by **The Broadway Railroad Company**, a Corporation duly authorized by the laws of the Commonwealth of Massachusetts, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said **Broadway Railroad Company** its successors and assigns forever, all the right title interest and estate that said Benjamin Adams at his decease had, held or was entitled to of every kind name and nature in that tract or parcel of land situated in that part of said Boston known as **South Boston** and **bounded** and described as follows, to wit,

Northerly by Broadway one hundred and thirteen feet and five inches. Easterly by land formerly of Hall J. Kow two hundred and fifty feet Southerly by Fourth Street two hundred and twenty four feet and two inches, Westerly by K Street one hundred and twenty five feet Northerly again by land conveyed by said executors to Tufts and James by deed dated April 2d 1859 one hundred and twenty feet Westerly again by said land of Tufts and James one hundred and twenty five feet to Broadway – with all the privileges and appurtenances thereto belonging.

To have and to hold the aforegranted premises with all their privileges and appurtenances to the said **Broadway Railroad Company** its successors and assigns forever.

In testimony whereof We the said Stephen P. Fuller and Samuel H. Russell, executors, as aforesaid have hereto set our names and seals this thirtieth day of November A. D. Eighteen hundred and sixty three.

Signed sealed & delivered in presence of William Rogers. { Stephen P. Fuller (Seal) { Samel H. Russell (Seal)

~ Commonwealth of Massachusetts ~

Suffolk S.S. Nov 30th A. D. 1863. Then personally appeared the above named Stephen P. Fuller and Samuel H. Russell executors of the will of Benjamin Adams, deceased, and acknowledged the foregoing instrument to be their free act and deed. Before me,

William Rogers Justice of the Peace.

December 1st 1863 at twelve o'clock and eighteen min P.M. Received Entered and Examined.

Attest James Rice Reg:

836-57 [Subjoined to preceding deed 836-57] 52

Know all Men by these Presents,

That we, **Stephen P. Fuller** and **Samuel H. Russell** both of Boston in the County of Suffolk in the Commonwealth of Massachusetts, as we are **trustees** under the last will and testament of Benjamin Adams late of said Boston deceased — Robert C. Winthrop Junior the other trustee named in said Will having resigned that office — of the property in said will bequeathed and devised for the benefit of Mrs. Louisa Ann Adams and Mrs. Louisa Ann Russell and others in consideration of the foregoing deed of sale and conveyance made by the executors of said will for the consideration therein named to The Broadway Railroad Company do hereby signing and declare our entire approval of said sale and conveyance and do on our part, remise release and forever quitclaim unto the said **Broadway Railroad Company** its successors and assigns forever all our right title interest and estate of every kind, name and nature in and to a parcel or tract of land situated in that part of said Boston called **South Boston**, by metes and bounds described in said deed of said executors to said Broadway Railroad Company, reference being had to said deed for an accurate description thereof as a part of this deed of release.

To have and to hold the above released premises with their privileges and appurtenances to the said **Broadway Railroad Company** its successors and assigns forever.

In testimony whereof We the said Stephen P Fuller and Samuel H Russell trustees as aforesaid have hereunto set our names and seals this thirtieth day of November A. D. Eighteen hundred and sixty three.

in presence of
William Rogers.

Stephen P. Fuller (Seal)
Saml H. Russell (Seal)

Commonwealth of Massachusetts

Suffolk S.S. Boston November 30 A. D 1863. Then personally appeared the within named Stephen P Fuller and Samuel H Russell and acknowledged the foregoing instrument to be their free act and deed,

before me. William Rogers. Justice of the Peace.

December 1st 1863 at twelve o'clock and eighteen minutes P.M. Received, Entered and Examined.

Attest, James Rice Reg.

857-181

The following is endorsed upon an original deed from Stephen P. Fuller and Executors to the Broadway Railroad Company dated November 30 1853 Recorded Lib 836 Fol 57

Whereas, upon an accurate survey of the land described in the within deed from us to the **Broadway Railroad Company** the length of the line on Fourth Street and the length of the line on Broadway vary some what from the description contained in said deed and according to said survey the land is **bounded** and described as follows, to wit,

northerly by Broadway one hundred and twelve 26/100 feet Easterly by land formerly of Hall J. Kow two hundred and fifty feet Southerly by Fourth Street two hundred and twenty five 75/100 feet Westerly by K Street one hundred and twenty five feet, Northerly again by land conveyed by us as Executors to James and Tufts one hundred and twenty feet Westerly again by said land of James and Tufts one hundred and twenty five feet to Broadway

and we hereby declare that we intended and did convey the whole of the land herein described to said Broadway Railroad Company and we hereby confirm to said Company the same according to the foregoing description, be the same more or less

In witness whereof we the said Stephen P. Fuller and Samuel H. Russell Executors have hereto set our names and seals this tenth day of March A. D. eighteen hundred and sixty five

In presence of
A. C. Fearing Jr

{ Stephen P. Fuller. (Seal)
{ Saml H. Russell. (Seal)

Commonwealth of Massachusetts

Suffolk S.S. Boston March 11th A. D 1865. Then personally appeared the above named Stephen P. Fuller and acknowledged the foregoing instrument to be his free act and deed -

Before me,
Edwd D. Boit Justice of the Peace.

April 21. 1865 at one o'clock & forty minutes P.M. Received, Entered and Examined.

Attest, James Rice Reg.

901-294

Know all men by these presents, that We, George B James and William F. Tufts both of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of two thousand five hundred and eighty dollars paid by the Broadway Rail Road Company a corporation established ~~under~~ by the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation and its assigns forever a certain parcel of vacant land situated in that part of said Boston called South Boston and bounded

Westerly by K Street forty three feet, Northerly by a passage way four feet six inches wide, which runs easterly from K Street and by the Southerly end of a passage way four feet wide which runs Southerly from Broadway there measuring one hundred and twenty feet; Easterly by land formerly of Benjamin Adams deceased forty three feet and Southerly by land formerly of said Adams, deceased, one hundred and twenty feet

containing five thousand one hundred and sixty square feet. Being part of land conveyed to us, the Grantors, by Stephen P. Fuller and another Executors and Trustees by deed dated April 2 1859 and recorded in Suffolk Registry of Deeds Lib 754 Fol. 93 and 94

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Corporation ..... and its ..... assigns, to their own use and behoof forever.

And we the said grantors ~~hereby~~, for ourselves and our heirs, executors, and administrators do covenant with the said grantee and its assigns that we are ..... lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, excepting the taxes for the year eighteen hundred and sixty seven.

that we have good right to sell and convey the same to the said grantee and its assigns forever as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and assigns forever against the lawful claims and demands of all persons excepting for said taxes

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said George B James and William F. Tufts and we Adelaide G the wife of said James and Eliza M. the wife of said Tufts in token of our release of all right and title for to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this thirteenth day of June in the year ~~one thousand eight~~ four hundred and eighteen hundred and sixty seven

Signed and sealed in presence of &c

Geo. B. James (Seal)
Adelaide G. James (Seal)
Wm. F. Tufts (Seal)
Eliza M. Tufts. (Seal)

Commonwealth of Massachusetts. Suffolk ss. June 13th 1867. Then personally appeared the above-named George B. James and acknowledged the foregoing instrument to be his free act and deed before me —

Wm B. Dorr. Justice of the Peace.

June 21 1867. 12 h 50 m P M. Received and entered with Suffolk Deeds, libro 901 folio 294.

Attest: James Rice Register.

920-178

Know all men by these presents, that I, Mary E. Ward of Brooklyn in the State of New York, Widow,

in consideration of three thousand two hundred and eleven dollars and twenty nine cents ($3211.29) ~~dollars~~

paid by the Broadway Railroad Company

a corporation

established by law in said Boston ~~under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto ~~the~~ said Broadway Railroad Company, a certain parcel of land situated on Fourth Street in South Boston next Easterly of the stable of the said Broadway Railroad Company, being lot one hundred and eighty five on a plan of Government Lands made by Alexander Hardsworth in July 1842, and contains seven thousand one hundred and thirty six square feet measuring on said Fourth Street fifty eight feet and ten and a half inches and extending in depth one hundred and twenty five feet to land of William Brigham and measuring in the rear fifty five feet three and three fourths inches, or however otherwise described; it being the same lot of land conveyed by the United States to Cranston Home by deed dated September 14th 1850 and recorded in the Suffolk Registry Liber 614 fol 31

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Broadway Railroad Company their heirs and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said grantees and their heirs and assigns that I am lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, to the said grantees and their heirs and assigns forever that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises~~.

In witness whereof I the said Mary E. Ward have hereunto ~~hereto~~ set my hand and seal this Sixth day of March in the year ~~one thousand eight~~ nineteen hundred and Sixty eight.

Signed ~~and~~ sealed and delivered in presence of

Charles Nettleton
Cranston Home

Mary E. Ward. (Seal)

SEE OTHER SIDE!

~~Commonwealth of Massachusetts.~~ ~~ss.~~ ~~188~~ . ~~Then personally appeared the above named~~

~~and acknowledged the foregoing instrument to be~~ ~~free act and deed~~

~~before me~~ —

~~Justice of the Peace.~~

~~188~~ , ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest:~~ ~~Register.~~

State of New York, City and County of New York S. S. Charles Nettleton a Commissioner for the Commonwealth of Massachusetts residing at the City of New York in the County and State of New York do certify that on the 9th day of March A.D. 1868 the above named Mary E. Ward personally appeared before me at the City of New York in the County and State aforesaid and acknowledged the foregoing instrument by her signed to be her free act and deed.

Witness my hand and official seal this 9th day of March A.D 1868

Charles Nettleton
Commissioner for Massachusetts
in New York and his official (Seal)

March 24th 1868 at one o'clock and eighteen minutes P.M. Received, Entered and Examined,

Attest. James Rice Reg —

Know all Men by these Presents

That I, Francis P. Freeman of the City of New York in consideration of one dollar to me paid by the **Broadway Railroad Company** a Corporation established by law in said Boston, the receipt whereof is hereby acknowledged do hereby release and quitclaim to said **Company** all my right and interest in and to Lot 185 on the plan of Hardy & Wood 1842 under a mortgage from Cranston Howe to Maria Brown dated March 1 1861 and recorded in Suffolk Registry Lib. 775 fol 140 which said mortgage was assigned to me. Said Lot of land bounds on Fourth Street in South Boston; but nothing herein contained shall affect my rights under said mortgage to the other lot mentioned in said mortgage.

In testimony whereof I the said Francis P. Freeman through my Attorney William Brigham have hereunto set my hand and seal this thirteenth day of March in the year of our Lord eighteen hundred and sixty eight.

In presence of &c

{ Francis P. Freeman
{ By Wm Brigham Atty (Seal)

Suffolk S.S. March 13 1868. Then appeared Francis P. Freeman by Wm Brigham his Attorney and acknowledged the above to be his free act and deed Before me Wm J. Brigham J.P.

March 24th 1868 at one o'clock and eighteen minutes P.M. Received, Entered and Examined.

Attest, James Rice Reg.

1051-169

Know all men by these presents, that I, Abel T. Atherton of Lowell in the County of Middlesex and Commonwealth of Massachusetts,
in consideration of twenty three hundred thirty one 25/100 dollars
paid by the South Boston Rail Road Company
a corporation
established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Rail Road Company a certain tract of land situated in South Boston in the County of Suffolk in said Commonwealth on Broadway on the Northerly side thereof, bounded and described as follows,

beginning on said Broadway at the Southeasterly corner of land of one Donnelly formerly of Beddams; thence on said Broadway easterly forty nine and three tenths feet more or less to land of Martin L. Kam; thence Northerly on said Kam land two hundred and fifty feet more or less to Third street, thence Westerly on said Third street forty three and one half feet to said Donnelly land, thence Southerly on said Donnelly land two hundred and fifty feet more or less to said Broadway at the point of beginning.

One undivided half of said premises was devised to me by the will of Thomas Atherton late of said Lowell deceased and the same premises are described in the deed of Martin L. Kam to me recorded with Suffolk deeds Lib 1032 fol 26 dated Sept 29 1870 and the deed of Mary A. Atherton widow of said Thomas Atherton dated February 6 1871 and recorded with Suffolk Deeds Lib 1036 fol 48, being a part of the premises described in deed of Caroline M. T. Ellis to said Thomas Atherton and another, and recorded with Suffolk deeds Lib 610 fol 210, and dated May 18 1850.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Corporation and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and heirs, executors, and administrators **covenant** with the said grantees and their successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantees and their successors and assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid I Mary A. Atherton wife of said Abel T. Atherton do hereby release unto the said grantees and their successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Abel T. Atherton and Mary A. Atherton wife of said Abel T. Atherton as aforesaid hereunto ~~hereto~~ set our hands and seals this twenty sixth day of May in the year one thousand eight hundred and seventy one

and affix and cancel the stamp required by law

Signed and sealed in presence of &c

Abel T. Atherton (Seal)

Mary A. Atherton (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 26 1871. Then personally appeared the above-named Abel T. Atherton and acknowledged the foregoing instrument to be his free act and deed before me —

Wm B. Dorr Justice of the Peace.

May 26 1871. 12h 45m P M. Received and entered with Suffolk Deeds, libro 1051 folio 169

Attest: Thos T. Temple Register.

1397-168

Know all men by these presents, that I, James French of Boston, Middlesex County, and Commonwealth of Massachusetts, Trustee,

in consideration of One hundred and fifty dollars

paid by the South Boston Railroad Company of Boston, Suffolk County and Commonwealth aforesaid ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

South Boston Railroad Company, its heirs a certain lot of land situated on Broadway in said Boston in that part thereof called South Boston and bounded as follows.

beginning on said Broadway at the southeasterly corner of land of one Donelly formerly of B Adams thence on said Broadway easterly forty nine and three fourths feet more or less to land of Martin & Bain; thence northerly on said Adams land two hundred and fifty feet more or less to Third street, thence westerly on said Third street forty three and one half feet to said Donnelly land, thence southerly on said Donnelly land two hundred and fifty feet more or less to said Broadway at the point of beginning

Being a part of the same premises conveyed to me by F H Tracy Collector of Taxes for the City of Boston, by his deed dated Sept 4 1874 and recorded with Suffolk Deeds Lib 1068 folio 73.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company and its heirs and assigns, to their own use and behoof forever.

~~And~~ ~~hereby, for~~ ~~and~~ ~~heirs, executors, and administrators~~ covenant ~~with the~~ ~~and~~ ~~assigns that the~~ ~~premises are free from all incumbrances made or suffered by~~

~~and that~~ ~~will and~~ ~~heirs, executors, and administrators shall~~ warrant and defend ~~the same to the~~ and ~~assigns forever against the lawful claims and demands of all persons claiming by, through or under~~ ~~but against none~~ other.

~~And for the consideration aforesaid~~ ~~all right of or to both~~ dower and homestead ~~in the granted premises,~~ ~~do hereby release unto the grantee~~

In witness whereof I the said James French trustee hereunto ~~hereto~~ set my hand and seal this eighteenth day of October in the year one thousand eight hundred and seventy seven

Signed and sealed in presence of

James French trustee (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston October 18 . Then personally appeared the above-named James French Trustee and acknowledged the foregoing instrument to be his free act and deed before me —

Jabez A. Sawyer Justice of the Peace.

November 3 1877 . 188 , 12h 0m P.M. Received and entered with Suffolk Deeds, libro 1397 folio 168

Attest: Thos. F. Temple. Register.

1553. 225

Know all men by these presents, that we Florence Donnellan and Michael Donnellan, both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of five Dollars and other valuable consideration ~~dollars~~ paid by the South Boston Railroad Company ..... a corporation established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company a certain parcel of land situated in that part of said Boston known as South Boston and bounded and described as follows, namely,

bounded Southerly by Broadway, there measuring One hundred and forty 34/100 feet more or less, Westerly by land formerly of the late Benjamin Adams and afterwards of Emerson and others, by a line parallel with K. Street and ninety four feet distant therefrom there measuring two hundred and fifty feet, Northerly by Third Street there measuring one hundred and forty ~~six~~ 84/100 feet more or less, and Easterly by land of said South Boston Railroad Company there measuring two hundred and fifty feet.

Being the same premises conveyed to us by the Executors and Trustees under the will of the said Benjamin Adams by deeds dated May 23 1865 and recorded with Suffolk Deeds in book 1366 leaves 99 and 100. For earlier title see Suffolk Deeds book 221 - leaf 30, book 392 leaf 139, book 442 leaf 219

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company and its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves ..... and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Johanna Donnellan wife of the said Michael do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Florence Donnellan (being unmarried) and Michael and Johanna Donnellan hereunto ~~hereto~~ set our hands and seals this tenth day of March in the year one thousand eight hundred and eighty two

Signed and sealed in presence of

James C. Davis
John Carnes

Florence Donnellan (Seal)
his × mark
Michael Donnellan (Seal)
his × mark
Johanna Donnellan (Seal)

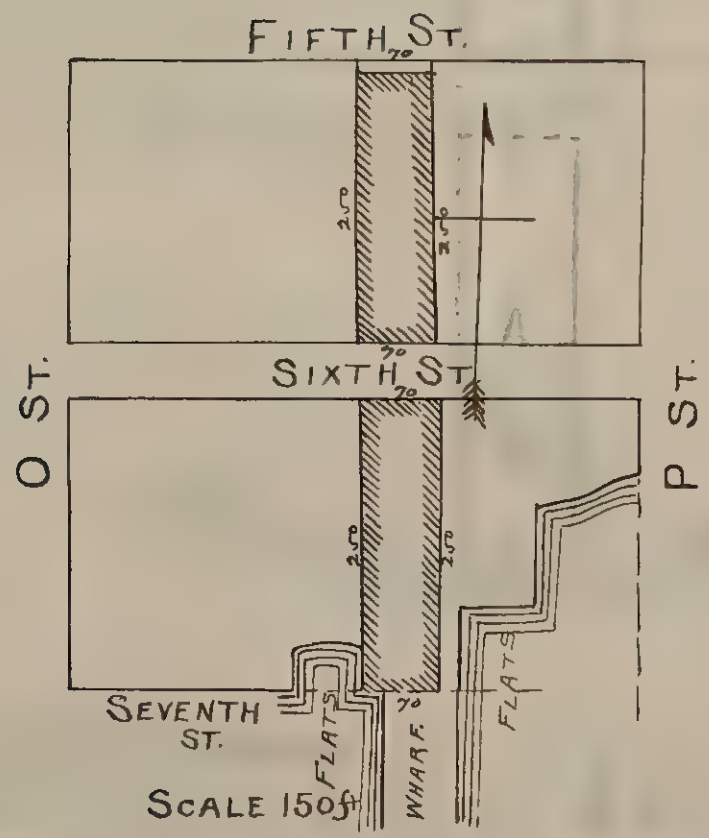
Commonwealth of Massachusetts. Suffolk ss. Boston March 10 1882. Then personally appeared the above-named Florence Donnellan, Michael Donnellan and Johanna Donnellan and acknowledged the foregoing instrument to be their free act and deed before me —

James C. Davis Justice of the Peace.

March 10 1882, 2h 08m PM. Received and entered with Suffolk Deeds, libro 1553 folio 225.

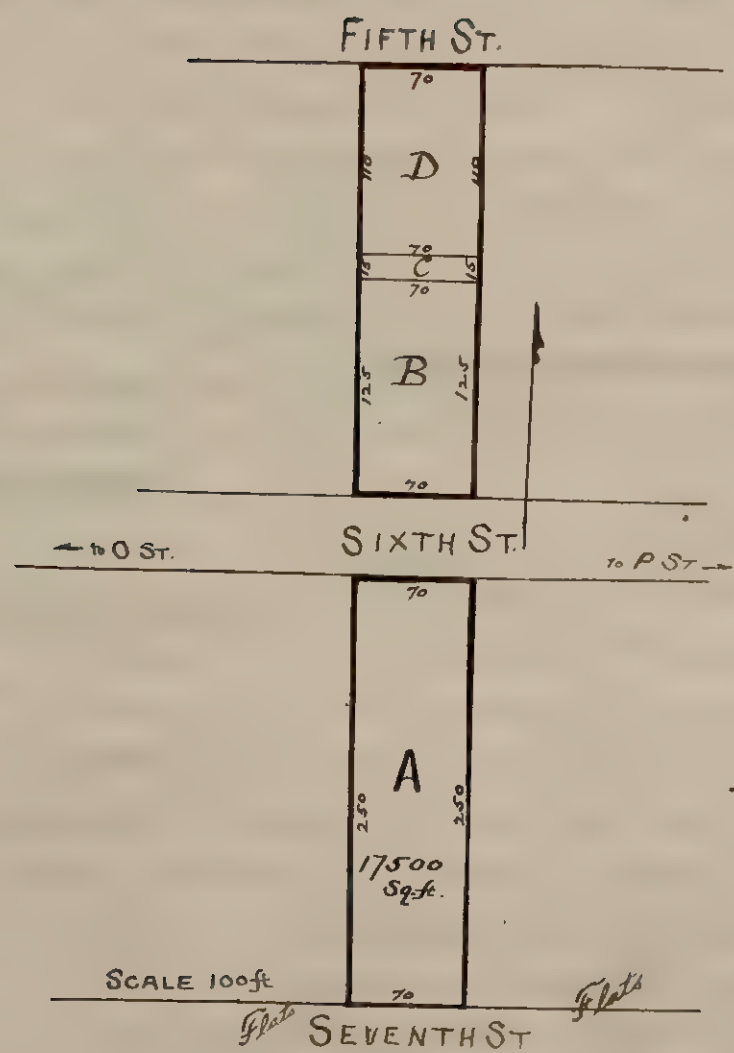
Attest: [illegible] Register.

South Boston Fifth, Sixth and Seventh




SEVENTH ST

So. Boston
Fifth, Sixth and Seventh Sts.



1185.243 So. Boston Iron Co & So. Boston Co
1185. 245 Wm. P. Hunt & So Boston R.R. Co. } A
1185. 246 Mary E. Green & So. Boston R R Co. }
1313. 57. So Boston Iron Co. & So Boston R R Co. }
The locations of the side lines are indicated only by names of owners of adjoining parcels.

1329. 103. George Holmes to So. Boston R. R Co. B
1375. 161 J. G. Crispin et ux. & So. Boston R. R Co. C
1429. 281. J. G. Crispin et ux & So Boston R. R. Co. D
The locations of the side lines are indicated only by names of adjoining parcels

page 61
" 62
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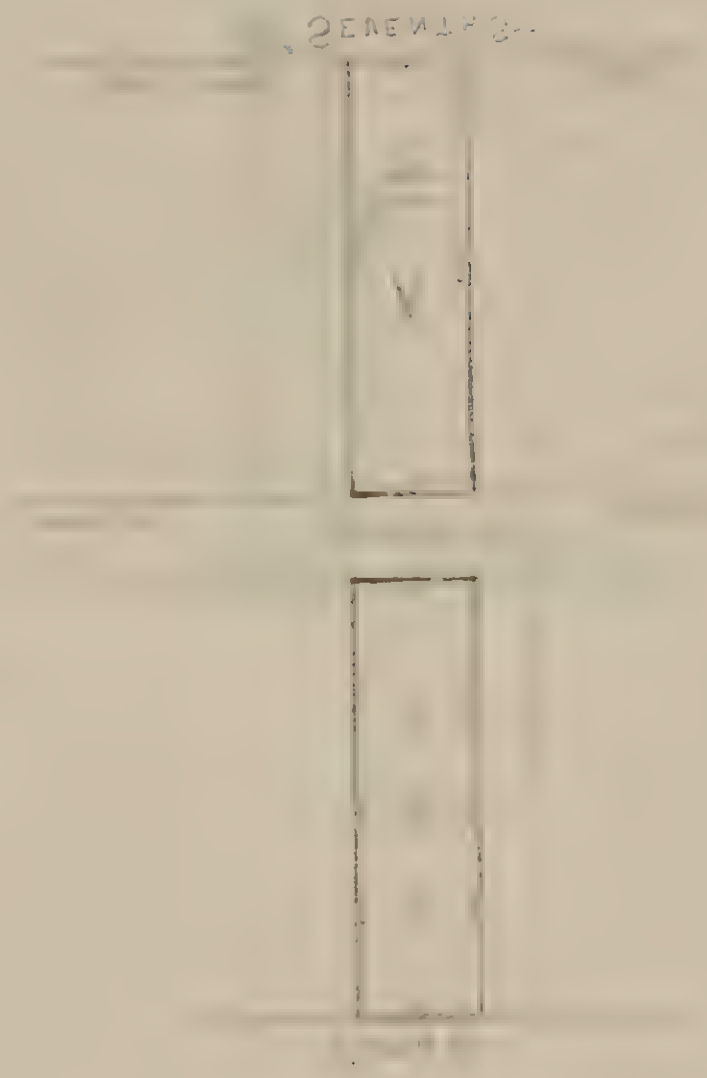
" 64
" 65
" 66
" 67
" 68



Whereas In the year of our Lord one thousand eight hundred and seventy two, William P. Hunt Esq. was nominated our Trustee, in the purchase of a certain parcel of land by and for the sole use and benefit of this Corporation, which said land was by the direction and at the request of this Corporation conveyed by the grantor, one Benjamin Dean, then of Boston, to the said William P. Hunt, which was done by deed of said Dean to said Hunt, in his (Hunt's) individual right, dated October 15th 1872 and recorded with Suffolk deeds Libro 1131 folio 24.

Now knowing the uncertainty of life and the many delays and intricacies of the law, the said William P. Hunt did on the 30th day of October, in the year of our Lord first above written, Declare to all Men, that he held the line before mentioned land only in trust and only for the sole use and benefit of this Corporation, **Hear Ye now** to the words of that Declaration as recorded with Suffolk deeds Libro 1133 Folio 102

To all to whom these Presents shall come, **William P. Hunt** of Boston in the County of Suffolk and Commonwealth of Massachusetts **Sends Greeting**

Whereas, the South Boston Iron Company, a Corporation established by the laws of said Commonwealth, lately purchased of Benjamin Dean of said Boston, a certain parcel of land and flats situated in that part of said Boston called **South Boston** and **bounded**

Northerly on Sixth Street, there measuring Seventy feet westerly on land late of William Sullivan Esq. said boundary extending from Sixth Street Southerly to the line established by the Harbor Commissioners, thence running northeasterly by said last named line to a point thirty seven feet distant from said westerly boundary, thence by a line parallel to and thirty seven feet distant from said westerly boundary to a point in a line with the northerly line of Seventh Street, thence Easterly on said northerly line of Seventh Street continued thirty three feet to land formerly of the Glass Manufactory two hundred and fifty feet to said Sixth Street, which said land and flats was by the direction of the said South Boston Iron Company conveyed by the said Dean to the said Hunt his heirs and assigns, as by the said conveyance thereof, dated October 15th 1872 and recorded with Suffolk deeds Lib 1131 fol 24, may appear which said conveyance was so made to the said Hunt only in trust to and for the benefit of the said South Boston Iron Company its successors and assigns.

Now know Ye that I the said Hunt do hereby acknowledge and declare that I am nominated party in the said recited deed of bargain and sale upon the behalf of the said South Boston Iron Company, and that I am therein trusted only by and for the said South Boston Iron Company, its successors and assigns, and that I do not claim to have any right or interest in the said land and flats or any part thereof by the said conveyance so made to me, or otherwise to my own use or benefit, but only to and for the sole use and benefit of the said South Boston Iron Company its successors and assigns, and I the said Hunt do for myself and my heirs covenant with the said South Boston Iron Company its successors and assigns by these Presents, that I the said Hunt, and my heirs shall and will at any time hereafter upon the request and at the cost and charges of the said South Boston Iron Company its successors and assigns by good assurance and conveyance in law, convey the said land and flats to the said South Boston Iron Company its successors and assigns or to such other party or parties as it or they shall nominate, direct or appoint

In witness whereof I the said William P. Hunt have here with set my hand and seal this thirtieth day of October in the year of our Lord one thousand eight hundred and seventy two, Signed. **William P. Hunt** (SEAL)

Executed and delivered in presence of William H. Hart.

Suffolk SS November 1st 1872. Then the above named William P. Hunt acknowledged the foregoing instrument to be his free act and deed, before me, Signed,

William H. Hart. Justice of the Peace

November 5th 1872 at Four o'clock and twenty six minutes P.M. Received, Entered and Examined. Attest Thos. F. Temple Reg. Libro 1133 Folio 102

And now, whereas, the said William P. Hunt did by our direction and at our request convey the here to fore mentioned land by his deed dated October 22d 1873 to the South Boston Railroad Company, **Now therefore**, be it **Resolved** that we will confirm the act and the deed of the said Hunt, our Trustee, (as declared by him October 30th 1872) by causing the Corporate seal of this Corporation to be affixed to and do hereby direct and authorize our President William H. Howard Esq. to sign seal and deliver such deed or deeds as may be necessary to confirm, remise, release and forever quitclaim unto the said South Boston Railroad Company, the above said land as described in the here in before mentioned deed of Hunt to said South Boston Railroad Company dated October 22d 1873.

Know all Men by these Presents,

That the **South Boston Iron Company** a Corporation established by the laws of the Commonwealth of Massachusetts, having its usual place of business in Boston in the County of Suffolk and Commonwealth of Massachusetts. In consideration of One Dollar to it paid by the **South Boston Railroad Company**, a Corporation established by the laws of the here in before mentioned Commonwealth, the receipt whereof is hereby acknowledged do hereby remise, release and forever Quitclaim unto the said **South Boston Railroad Company**, its successors and assigns all that lot of land situate in that part of said Boston, called **South Boston, bounded,** northwardly on Sixth Street Seventy feet, Eastwardly on land formerly of the Glass Factory two hundred and fifty feet, Southwardly by Seventh Street, seventy feet, and westwardly by land formerly of William Sullivan Esqr two hundred and fifty feet

Containing Seventeen thousand and five hundred square feet and being a part of the land which Benjamin Dean conveyed to William P. Hunt, by deed recorded with Suffolk deeds Libro 1131 Folio 24. The purpose of this Conveyance is to confirm to said South Boston Railroad Company, the title to the property above described which William P. Hunt conveyed to the said South Boston Railroad Company by deed dated October 22^d 1873. Being part of the same premises described in said Hunts Declaration of Trust, recorded with Suffolk Deeds Libro 1133 Fol 102.

To have and to hold the granted premises with all the privileges and appurtenances to the same belonging to the said **South Boston Railroad Company** its successors and assigns to their own use and behoof forever **In witness whereof**, the said South Boston Iron Company has caused its Corporate seal to be hereto affixed and these Presents to be signed by William H. Howard Esqr its President thereto duly authorized. Done this Seventh day of November in the year of our Lord Eighteen hundred and Seventy three.

Signed, sealed and delivered in presence of H. B. Darling, John Reed

South Boston Iron Company (Corporate Seal)
by Wm H. Howard, President

At a meeting of the Directors of the South Boston Iron Company held at Boston on the Seventh day of November 1873, **Voted** That the President be authorized to convey, confirm, remise, release and forever quitclaim unto the South Boston Railroad Company the property described in deed of William P. Hunt to said South Boston Railroad Company dated October 22^d 1873. Attest, J. W. Howard. Clerk

Suffolk ss. Then personally appeared the within named William H. Howard President of the South Boston Iron Company, duly authorized therefor, and acknowledged the foregoing instrument to be the free act and deed of said Company, before me,

Alvan Simonds Justice of the Peace.

November 7th 1873. At one o'clock and ten minutes, Received, Entered and Examined.
Attest. Thos. F. Temple Reg —

1185-245

Know all men by these presents, that I, William P. Hunt of Boston in the County of Suffolk and Commonwealth of Massachusetts,
in consideration of Eight Thousand Seven Hundred and fifty Dollars to me ~~dollars~~
paid by the South Boston Railroad Company
a corporation
established ~~under~~ by the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby
remise, release and forever quitclaim unto the said
South Boston Railroad Company its successors and assigns all that lot of land in that part of said Boston called South Boston, bounded northwardly on Sixth Street seventy feet, eastwardly on land formerly of the Glass Factory, two hundred and fifty feet, Southwardly by Seventh Street, seventy feet, and westwardly by land formerly of William Sullivan Esq. two hundred and fifty feet.
Containing Seventeen thousand and five hundred Square feet, and being a part of the land which Benjamin Dean conveyed to me, by deed recorded with Suffolk Deeds Lib. 1131. fol 24.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said South Boston Railroad Company its ~~and~~ successors and assigns, to its and their use and behoof forever.
And I the said William P. Hunt ~~hereby~~, for myself and my heirs, executors, and administrators, covenant with the said South Boston Railroad Company its ~~and~~ successors and assigns that the premises are free from all incumbrances made or suffered by me
and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said South Boston Railroad Company its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower~~ and ~~homestead~~ ~~in the granted premises.~~

In witness whereof the said William P. Hunt and Helen S. Hunt wife of said William P. in token of my release of all right and title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this Twenty second day of October in the year ~~one thousand eight~~ two thousand eighteen hundred and Seventy three.

Signed and sealed in presence of &c

Wm P. Hunt (Seal)

Helen S. Hunt (Seal)

Commonwealth of Massachusetts. Suffolk ss. Nov 7 1873 ~~188~~. Then personally appeared the ~~above~~ within-named William P. Hunt and acknowledged the foregoing instrument to be his free act and deed before me —

Alvan Simonds. Justice of the Peace.

November 7th 1873 ~~188~~, 1h 10m P.M. Received and entered with Suffolk Deeds, libro 1185. folio 245.

Attest: Thos. F. Temple. Register.

1185-246

Know all men by these presents, that I Mary E. Green of Chelsea in the County of Suffolk, and Commonwealth of Massachusetts, widow of Samuel P. Green

in consideration of One ..... dollars

paid by the South Boston Railroad Company

..... a corporation

established ~~under~~ by the laws of ~~the~~ and Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby ..... remise, release and forever quitclaim unto the said

South Boston Railroad Company its successors and assigns all the right, title, and interest if any I have in and to all that lot of land in that part of said Boston called South Boston, bounded, northwardly on Sixth Street Seventy feet, Eastwardly on land formerly of the Glass Factory two hundred and fifty feet, Southwardly by Seventh Street Seventy feet, and westwardly by land formerly of William Sullivan, Esq. two hundred and fifty feet

Containing Seventeen thousand and five hundred square feet and being the same property that was sold on the twenty seventh day of June eighteen hundred and seventy one, by virtue of a license granted to Robert Gould administrator March 13th 1871 and recorded in Suffolk Registry of Deeds Lib 1057 fol 95 which see for further reference particularly intending hereby to release any right of dower I may have in said premises.

To have and to hold the above ~~released~~ granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said South Boston Railroad Company ~~and~~ its ~~successors~~ and assigns, to their own use and behoof forever.

And I the said ~~hereby~~ grantor, for myself and my heirs, executors, and administrators do covenant with the said grantee successors and their assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and their successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Mary E. Green, widow, in token of my release of all right and title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set my hand and seal this Thirty first day of October in the year one thousand eight hundred and Seventy three

Signed and sealed in presence of &c

Mary E. Green (Seal)

~~Commonwealth of Massachusetts~~ Suffolk ss. October 31 1873 ~~ss~~. Then personally appeared the ~~above~~ within-named Mary E. Green and acknowledged the foregoing instrument to be her free act and deed before me —

Eben Hutchinson Notary Public

~~Justice of the Peace~~ Notary Seal

November 7 1873 ~~ss~~, 1h 10m PM. Received and entered with Suffolk Deeds, libro 1185 folio 240

Attest: Thos. T. Tewksbury Register.

1313-51

Know all men by these presents, that the South Boston Iron Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of One dollar and other valuable considerations to it ~~dollars~~ paid by the South Boston Railroad Company a corporation duly established under said laws ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said South Boston Railroad Company a certain parcel of land situated in that part of Boston in said Commonwealth called South Boston and bounded as follows,

North by Sixth Street seventy feet, East by land formerly of the Boston Glass Manufactory two hundred and fifty feet, South by Seventh Street extended seventy feet and West by land now or formerly of William Sullivan two hundred and fifty feet.

containing seventeen thousand five hundred square feet. The intent of this conveyance is to ratify and confirm a deed from the said South Boston Iron Company to the said South Boston Railroad Company dated 7th October 1873 and recorded in Suffolk Registry of Deeds book 1185 leaf 243 and to release to said South Boston Railroad Company all the right title and interest both at law and in equity of the said South Boston Iron Company in the above described premises

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company and its ~~successors~~ heirs and assigns, to their own use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said South Boston Iron Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Edward Reed its President hereto duly authorized ~~hereto set hand and seal~~ this twenty ninth day of January in the year one thousand eight hundred and Seventy six

Signed and sealed in presence of

H. B. Darling

The South Boston Iron Co
by Edward Reed, Prest.
(Corporate Seal)

~~Commonwealth of Massachusetts, ss. 188 . Then personally appeared the above named and acknowledged the foregoing instrument to be free act and deed before me —~~

~~Justice of the Peace.~~

~~188 , Ir. m M. Received and entered with Deeds, libro folio~~

~~Attest:~~ ~~Register.~~

At a legal meeting of the South Boston Iron Company, called for the purpose and held at Boston on the twenty ninth day of January A. D. 1876, the above deed having been read and considered, the following vote was passed "**Voted** That the President Edward Reed is hereby authorized to execute acknowledge and deliver in the name and behalf of the Corporation the deed which has just been read" Attest, J. H. Howard Clerk of South Boston Iron Company

Commonwealth of Massachusetts, Suffolk ss 29th January 1876 Then personally appeared the above named Edward Reed and acknowledged the foregoing instrument to be the free act and deed of the South Boston Iron Company.

Before me, Ulysses Simonds, Justice of the Peace.

January 31. 1876 at Three o'clock and fifty four minutes P.M. Received, Entered and Examined.

Attest, Thos F. Temple, Reg

1329.103

Know all men by these presents, that I, George Holmes of Boston in the County of Suffolk & State of Massachusetts,

in consideration of three thousand five hundred dollars to me ~~dollars~~

paid by the South Boston Railroad Company a body corporate doing business in said Boston ~~a corporation~~

~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said Corporation its successors and assigns forever, a certain parcel of land situated in that part of said Boston called South Boston and bounded and described as follows,

northerly by land of Hannah L. B. Crispin there measuring seventy feet, easterly by land formerly of the Elaso Manufacturing there measuring one hundred and twenty five feet, Southerly by Sixth street there measuring seventy feet, and Westerly by land of William Sullivan there measuring one hundred and twenty five feet.

Being the Southerly half of the land mortgaged by John E. Crispin and Hannah L. B. Crispin by deed recorded with Suffolk deeds Lib 1307 fol 73. and the same land conveyed to me by said John E. Crispin and Hannah L. B. Crispin by deed dated June 5th 1876 and duly recorded this conveyance is made with the restriction that no stable shall be erected on the granted land for a period of two years from the date hereof. The land is sold subject to the taxes assessed thereon for the year 1876.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Company and its successors ..... and ..... assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I Charlotte P. Holmes wife of the said George Holmes do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said George Holmes and Charlotte P. Holmes hereunto ~~hereto~~ set our hands and seals this fifth day of June in the year one thousand eight hundred and seventy six

Signed and sealed in presence of &c

George Holmes (Seal)

Charlotte P. Holmes (Seal)

Commonwealth of Massachusetts. Suffolk ss. June 5 1876. Then personally appeared the above-named George Holmes and acknowledged the foregoing instrument to be his free act and deed before me —

Cabez A Sawyer Justice of the Peace.

June 6 1876, 11 h. 12 m A M. Received and entered with Suffolk Deeds, libro 1329 folio 103

Attest: Thos F. Temple Register.

1375.161

Know all men by these presents, that we John G. Crispin of Boston in the County of Suffolk and Commonwealth of Massachusetts, and Hannah L. B. Crispin his wife in her right in consideration of Four hundred and twenty dollars paid by the South Boston Rail Road Company, a Corporation duly established by law ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company its successors and assigns a certain parcel of land situated ~~in that part of said Boston called~~ South Boston between Fifth and Sixth Streets and **bounded** and described as follows, viz,

beginning at a point at the South Easterly corner of the granted premises distant one hundred and twenty five feet Northerly from Sixth Street at land late of the Glass Manufactory and from said point running Westerly by land conveyed by said Hannah L. B. Crispin to George Holmes by deed recorded with Suffolk Deeds Lib 1329 Fol 170 seventy feet to land now or late of William Sullivan, then turning and running Northerly by said land now or late of Sullivan fifteen feet to other land of said Hannah L. B. then turning and running Easterly by said land of Hannah L. B. seventy feet to said land late of the Glass Manufactory and then turning and running Southerly by said land late of the Glass Manufactory fifteen feet to the point of beginning.

Subject to the taxes which will be assessed for the year 1877, or however otherwise bounded measured or described with the rights, easements, privilege and appurtenances thereto belonging.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company its Successors and ..... assigns, to its ~~their~~ use and behoof forever.

And we the said grantors ~~hereby~~ for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that said Hannah B. L. is lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid to the said grantee and its Successors and assigns forever that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee ~~and~~ its Successors and assigns forever against the lawful claims and demands of all persons except as aforesaid

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.~~

In witness whereof we the said John G. Crispin and Hannah L. B. Crispin have hereunto ~~hereto~~ set our hands and seals this thirtieth day of April in the year of our Lord eighteen ~~one thousand eight~~ hundred and Seventy seven

Signed and sealed in presence of &c

John G. Crispin (Seal)
Hannah L. B. Crispin (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 16 1877. Then personally appeared the above-named John G and Hannah L. B Crispin and acknowledged the foregoing instrument to be their free act and deed before me —

Giles H. Rich *Justice of the Peace.*

May 16 1877 ~~188~~ 1h 45m P.M. Received and entered with Suffolk Deeds, libro 1375 folio 161

Attest: Thos. F. Temple *Register.*

1429-281

Know all men by these presents, that We, John G. Crispin and Hannah L. B. Crispin his wife in her own right both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Two thousand one hundred and fifty six dollars paid by the South Boston Railroad Company a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and having its usual place of business in said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company, A certain lot or parcel of land situated on Fifth street in that part of said Boston called South Boston and bounded and described as follows, to wit,

Northerly by said Fifth Street seventy feet, Westerly by land now or formerly of William Sullivan one hundred and ten feet, Southerly by land formerly conveyed by us to the South Boston Railroad Company seventy feet, and Easterly by land formerly of the Glass Manufactory one hundred and ten feet.

Being a portion of the premises conveyed to Hannah L. B. Crispin by Caroline A, John Henry, and William Green, by deed dated June 13th A.D 1872 and recorded with Suffolk Deeds lib 1112 fol 40 - Said premises are subject to a mortgage to the South Boston Savings Bank which the grantee hereby agrees to assume and pay; and likewise the taxes assessed on the premises for the year 1878.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company and its assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the mortgage aforesaid

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~**dower and homestead**~~ ~~in the granted premises.~~

In witness whereof we the said John G Crispin and Hannah L. B. Crispin his wife hereunto ~~hereto~~ set our hands and seals this twentieth day of August in the year one thousand eight hundred and seventy eight.

Signed and sealed in presence of &c

John G. Crispin (Seal)

Hannah L. B. Crispin (Seal)

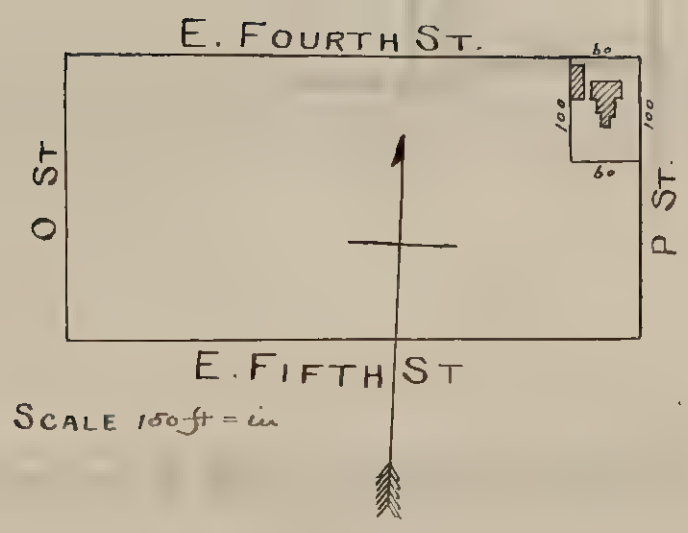
Commonwealth of Massachusetts. Suffolk ss. 188 . Then personally appeared the above-named John G. Crispin and Hannah L. B. Crispin and acknowledged the foregoing instrument to be their free act and deed before me —

Robert Seaver Justice of ~~the~~ Peace.
Boston August 20th 1878

August 22 1878 ~~188~~ , 1 h. 42 m P M. Received and entered with Suffolk Deeds, libro 1429 folio 281.

Attest: Chas. W. Kimball Asst. ~~Register.~~

So. Boston:
Fourth and P Sts.



L

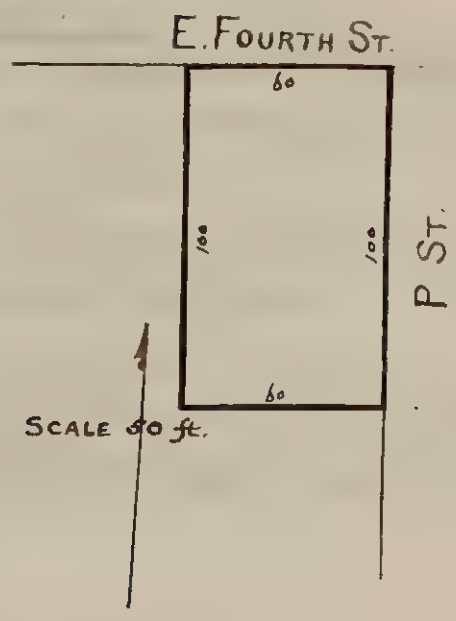
A house 75 4500

B

A stable 500

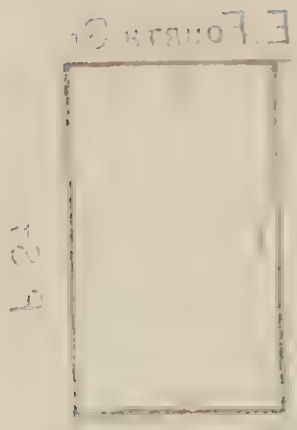
House 5000.

South Boston. Fourth and P Sts



1246.136. Howard A. Doe to So. Boston R.R. Co.

page 71



Know all men by these presents, that I, Howard A. Doe of Boston in the County of Suffolk and State of Massachusetts

in consideration of eight thousand five hundred dollars to me ~~dollars~~ paid by the South Boston Railroad Company a corporation duly established under the laws of said state and doing business in said Boston ~~the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company its successors and assigns a certain parcel of land with the buildings thereon situated on the corner of Fourth and P. Streets in that part of said Boston called South Boston and bounded and described as follows, Viz.

Northerly on Fourth Street sixty feet, Easterly on P. Street one hundred feet Southerly on other land of the grantor and in a line parallel with ~~with~~ Fourth Street, sixty feet, and Westerly by land of the heirs of Alger one hundred feet

Being a Northerly portion of the same premises conveyed to me by Mark Googins by deed dated May 1 1865 and recorded with Suffolk Deeds Lib 858 Fol 140.

It being mutually understood and agreed that said Company shall pay its proportion of the taxes on said premises for the current year.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Company its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Mehitable R. Doe wife of the said Howard A. Doe do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Howard A. Doe & Mehitable R. Doe hereunto ~~hereto~~ set our hands and seals this tenth day of October in the year one thousand eight hundred and seventy four

Signed and sealed in presence of sc

Howard A. Doe (Seal)

Mehitable R. Doe (Seal)

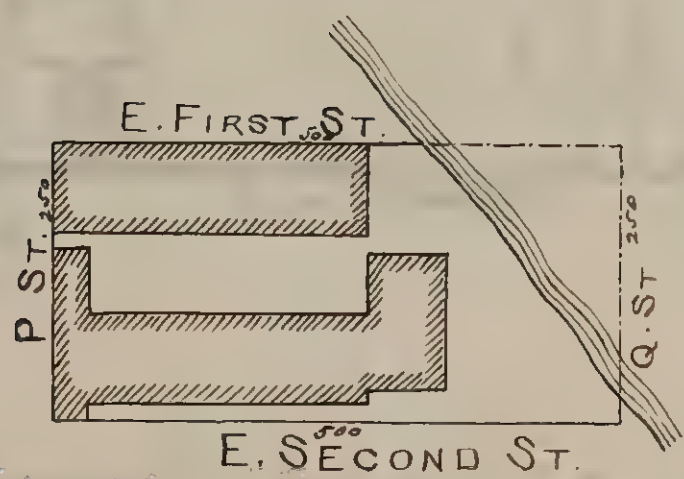
Commonwealth of Massachusetts. Suffolk ss. December 5th 1874. Then personally appeared the above-named Howard A. Doe and acknowledged the foregoing instrument to be his free act and deed before me —

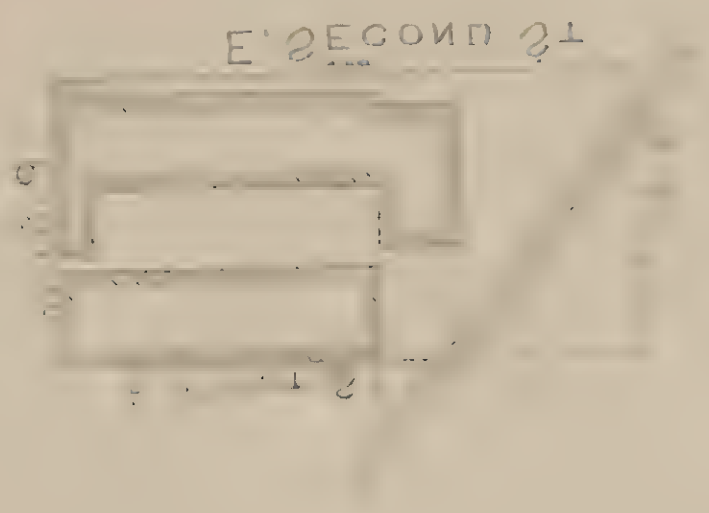
Fabez A. Sawyer Justice of the Peace.

December 5th 1874 ~~1874~~, 11 h. 42 m. A M. Received and entered with Suffolk Deeds, libro 1246 folio 136.

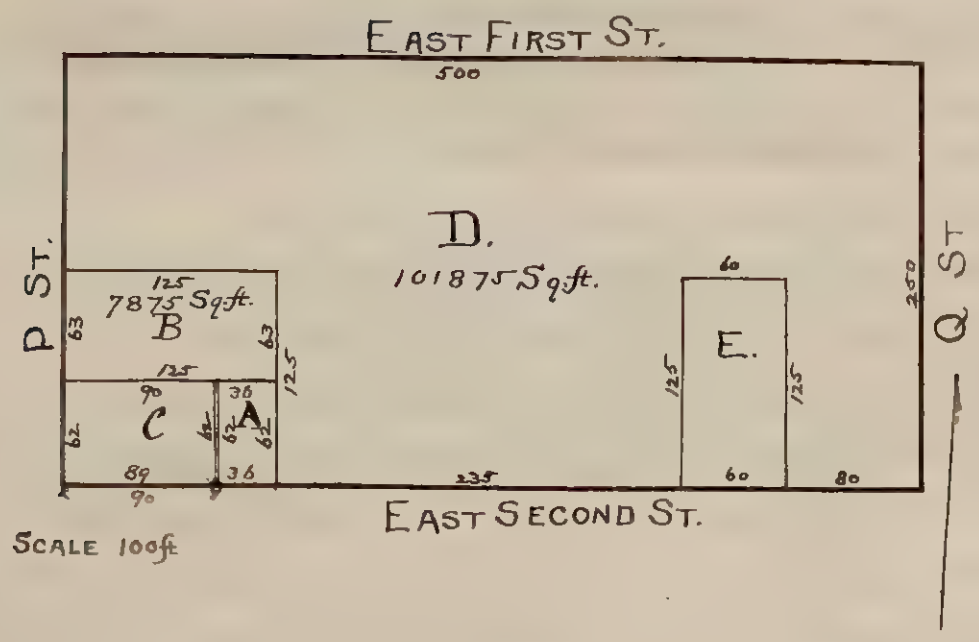
Attest: Thos F. Temple Register.

South Boston. First, Second, P and Q Sts.




E. SECOND ST

So. Boston:
First, Second, P and Q Sts.



1486.49. Jane M. Fairweather to So. Boston R.R. Co. A — page 74
1488.155. Benj. Dean to So. Boston R.R. Co B — " 75
1488.156. Benj. Dean to So. Boston R.R. Co C — " 76
1516.94 Benj. Dean et al Trs. to So. Boston R.R. Co. D — " 77
1634.17 D.H. Jacobs et al to So Boston R.R. Co } E — " 78
1634.18 N.J. Bradlee et al Exors &c. to So Boston R.R.Co } — " 79

1486-49

Know all men by these presents, that Jane M. Fairweather, widow, of Boston in the County of Suffolk in the Commonwealth of Massachusetts,

in consideration of two thousand and fifty dollars

paid by the South Boston Railroad Company

a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts,~~ and having its usual place of business in said Boston the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company and its successors and assigns a certain lot or parcel of land with the buildings thereon situated in that part of said Boston called South Boston and bounded and described as follows,

Beginning at a point on the Northerly line of Second Street distant eighty nine feet Easterly from the easterly line of P. street thence running Northerly by land formerly of the heirs of Wm Dennan sixty two feet to land now or formerly of Clay; then turning and running Easterly by said land now or formerly of Clay thirty six feet to land now or formerly of Adams; then turning and running Southerly by said land now or formerly of Adams sixty two feet to Second Street, then turning and running Westerly by Second Street thirty six feet to the point of beginning, or however otherwise bounded or described.

Being the premises conveyed to James Burness, Wm Fairweather, and John Mason by Mary C. Holden, by deed dated May 18th 1865, and recorded with Suffolk Deeds Lib 779 fol 46; the interests of said James Burness and John Mason therein were conveyed to William Fairweather by deed dated March 30 1861 and recorded with Suffolk deeds Lib 795 fol 237.

Being part of the real estate given, devised and bequeathed to me by the Will of my late husband William Fairweather on record in the Probate Office for the County of Suffolk.

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said South Boston Railroad Company its Successors and assigns, to their own use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Jane M. Fairweather, Widow, have hereunto ~~hereto~~ set my hand and seal this tenth day of March in the year of our Lord one thousand eight hundred and eighty.

Signed and sealed in presence of

Jane M. Fairweather (Seal)

Commonwealth of Massachusetts. County of Suffolk Mass ss. March 10th 1880. Then personally appeared the above-named Jane M. Fairweather and acknowledged the ~~foregoing~~ above instrument to be her free act and deed before me —

J. B. Crosby Justice of the Peace.

March 11 1880, 3 h 25 m ~~P.M.~~ Received and entered with Suffolk Deeds, libro 1486 folio 49

Attest: Thos. F. Temple Register.

1488-155

Know all men by these presents, that I, Benjamin Dean of Boston in the County of Suffolk in the Commonwealth of Massachusetts in consideration of Twenty Seven Hundred and fifty six and 25/100 dollars paid by the South Boston Railroad Company a corporation duly established under the laws of the Commonwealth aforesaid and being and having its usual place of business in said Boston ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said South Boston Railroad Company and its successors and assigns forever a certain parcel of land, situated in that part of said Boston known as South Boston and bounded and described as follows, viz;

Beginning at a point on the east side of P. street distant sixty two feet northerly from Second street, thence running easterly by land now or formerly of Adam Bent, one hundred and twenty five feet, thence northerly by said land of Bent sixty three feet, thence westerly by a line parallel with Second Street by land now or formerly of George S. Hosmer one hundred and twenty five feet to P. Street and thence southerly on P Street sixty three feet to the point of beginning. Containing 7875 feet more or less. Being the same premises conveyed to me by Charles Robinson Jr. Tr. by deed dated February 28th 1880 and recorded with Suffolk Deeds, lib 1485 fol 101

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ belonging, to the said South Boston Railroad Company and its successors and assigns, to their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Benjamin Dean and Mary Ann Dean his wife who joins herein in token of her release of all right of or to both dower and homestead in the above granted premises have hereunto ~~hereto~~ set our hands and seals this Second day of April in the year of our Lord one thousand eight hundred and eighty.

Signed and sealed in presence of &c

Benj Dean (Seal)

Mary Ann Dean (Seal)

~~Commonwealth of Massachusetts~~ Suffolk ss. April 25 1880. Then personally appeared the above-named Benjamin Dean and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

George A. Sawyer Justice of the Peace.

April 5 1880, 10 h 10 m A.M. Received and entered with Suffolk Deeds, libro 1488 folio 155

Attest: Thos F. Temple. Register.

1488-156

Know all men by these presents, that I, Benjamin Dean of Boston in the County of Suffolk and Commonwealth of Massachusetts,

in consideration of Twenty two hundred dollars dollars

paid by the South Boston Railroad Company

duly established under the laws of the Commonwealth ~~of Massachusetts~~ aforesaid and being and having its usual place of business in said Boston, the receipt whereof is hereby acknowledged, do hereby grant a corporation

remise, release and forever quitclaim unto the said

South Boston Railroad Company, and its successors and assigns forever, a certain parcel of land with the buildings thereon, situated in that part of said Boston called South Boston and bounded and described as follows,

Beginning at the South westerly corner thereof on the the corner of Second and P. Streets and thence running easterly by Second Street ninety feet; thence running northerly by land now or late of Holden, sixty two feet, then westerly by land now or late of Clay ninety feet; thence running Southerly by P. Street sixty two feet to the corner first mentioned

together with all the rights, privileges and appurtenances there to belonging

Being the same premises conveyed to me by Phineas Bates by deed dated March 8th 1880 and recorded with Suffolk deeds lib ~ fol ~

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said South Boston Railroad Company and its successors and assigns, to their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Benjamin Dean and Mary Ann Dean his wife who joins herein in token of her release of all right of or to both dower and homestead in the above granted premises have hereunto ~~hereto~~ set our hands and seals this Second day of April in the year of our Lord one thousand eight hundred and eighty

Signed and sealed in presence of to

Benj Dean. (Seal)

Mary Ann Dean (Seal)

~~Commonwealth of Massachusetts.~~ Suffolk ss. April 2nd 1880. Then personally appeared the above-named Benjamin Dean and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

George A. Sawyer Justice of the Peace.

April 5th 1880, 10 h 10 m AM. Received and entered with Suffolk Deeds, libro 1488 folio 156

Attest: Thos. F. Temple Register.

1516-94

Know all men by these presents, that we Benjamin Dean and Augustus Russ, both of Boston in the County of Suffolk and Commonwealth of Massachusetts, as we are Trustees under the deed hereinafter referred to and pursuant to the powers therein contained in consideration of Fifteen thousand one hundred and seventy dollars paid by the South Boston Railroad Company a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and located in said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said South Boston Railroad Company its successors and assigns forever, all that certain lot of land situate in that part of said Boston called South Boston and bounded and described as follows to wit beginning at the ~~north westerly corner of the granted~~ premises at the south easterly corner of the intersection of First and P. Streets, thence running easterly on said First Street five hundred (500) feet to L Street extended, thence Southerly on said L Street two hundred and fifty (250) feet to Second Street, thence Westerly on said Second Street eighty (80) feet to land formerly of one Jacobs, now of said Corporation, thence northerly on said last named land one hundred and twenty five (125) feet, thence westerly on the same sixty (60) feet; thence southerly on the same land one hundred and twenty five (125) feet to said Second Street thence westerly on said Second Street two hundred and thirty five (235) feet to land formerly of Bent and others now of said Corporation thence northerly on said last named land one hundred and twenty five (125) feet, thence westerly on said land one hundred and twenty five (125) feet to said P. Street, thence northerly on said P. Street to the point of beginning.

Containing 10185 square feet of land more or less. For reference to title and authority to make this deed, see deed from S. P. Fuller and S. H. Russell to Benjamin Dean & als dated Feb 23d 1869, and recorded with Suffolk Deeds Lib 952 fol 217, and to an Indenture between Thomas C Manning and others dated Sept 3 A. D. 1880 & recorded with Suffolk deeds Lib 1509 fol 52.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company & its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming through or under us by

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ..... ~~all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Benjamin Dean and Augustus Russ Trustees as aforesaid hereunto ~~hereto~~ set our hands and seals this Sixteenth day of February in the year one thousand eight hundred and eighty one

Signed and sealed in presence of &c

Benj Dean (Seal)
Augustus Russ (Seal)
Trustees

Commonwealth of Massachusetts. Suffolk ss. February 16th 1881. Then personally appeared the above-named Benjamin Dean and Augustus Russ Trustees and acknowledged the foregoing instrument to be their free act and deed before me —

Wm G. A. Pattee ..... Justice of the Peace.

February 17 1881. 2h 0m PM. Received and entered with Suffolk Deeds, libro 1516 folio 94.

Attest: Thos F. Temple. Register.

1634-17

Know all men by these presents, that we David H. Jacobs, Aurelia F. Jacobs, single woman and Harriet C. Jacobs, widow, a. . of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of twenty two hundred and fifty dollars to us ~~dollars~~ paid by the South Boston Railroad Company, a corporation duly established by law and located at said Boston . . . . . ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby . . . . . remise, release and forever quitclaim unto the said South Boston Railroad Company and its assigns forever three undivided fourth parts of a certain parcel of land situated in said Boston in that part thereof called South Boston and bounded and described as follows, viz;

Beginning at the distance of eighty feet West from Q Street and running Westerly bounded Southerly on East Second Street sixty feet, then turning and running Northerly bounded Westerly on other land of said Company one hundred and twenty five feet; then turning and running Easterly bounded Northerly on land of said Company sixty feet, then turning and running Southerly bounded Easterly on land of said Company one hundred and twenty five feet to said East Second Street and point of beginning or however otherwise bounded and described.

The greater part of the granted land was conveyed by Loring Jacobs by deed dated May 12 1806 recorded with Suffolk Deeds lib 215 fol 206 to Thomas Marshall Jacobs who died in Scituate in the County of Plymouth October 1845, intestate leaving a widow, Hannah Jacobs who died in May 1878, and as his only next of kin David H. Jacobs and Aurelia F. Jacobs aforesaid and Thomas R. Jacobs and James M. Jacobs children of said intestate now both deceased. The remainder of the above described land was conveyed to said David H. Jacobs, Aurelia F. Jacobs, Thomas R. Jacobs and James M. Jacobs by an Indenture with Samuel Blake et als dated February 12th 1849 recorded as aforesaid lib 598 fol 25. The undivided fourth part of said Thomas R Jacobs in both said parcels was conveyed by certain mesne conveyances (see Suffolk Deeds lib 1332 fol 179, 180, Lib 1412 fol 93) to said Harriet C Jacobs widow of said James M. Jacobs. The undivided fourth part of said James M. Jacobs in said parcels has been conveyed to said grantee by the Executors and Trustees under his will by deed of even date to be recorded herewith See also release from Nathaniel P Jones and William M. Roberts the assignees in bankruptcy of the estate of Thomas R. Jacobs to said Harriet C. Jacobs dated March 24. 1884.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said South Boston Railroad Company and its . . . . assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its assigns that the granted premises are free from all incumbrances made or suffered by us, except any assessments for betterments made by the City of Boston.

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us, except as aforesaid but against none other.

And for the consideration aforesaid I, Caroline Jacobs wife of said David H. Jacobs do hereby release unto the grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said David H. Jacobs, Aurelia F. Jacobs, Harriet C. Jacobs and Caroline Jacobs wife of said David H. Jacobs hereunto ~~hereto~~ set our hands and seals this twenty fifth day of March in the year one thousand eight hundred and eighty four

Signed and sealed in presence of

David H. Jacobs (Seal)
Aurelia F. Jacobs (Seal)
Harriet C. Jacobs (Seal)
Caroline Jacobs (Seal)

Commonwealth of Massachusetts. Suffolk ss. April 17 1884. Then personally appeared the above-named David H. Jacobs and acknowledged the foregoing instrument to be his free act and deed before me —

James C. Davis . . . Justice of the Peace.

April 17 1884. 12h 52m P M. Received and entered with Suffolk Deeds, libro 1634 folio 17

Attest: Thos. F. Temple . Register.

1634-18

Know all Men by these Presents,

That we, **Nathaniel J. Bradlee** and **Harriet C. Jacobs** of Boston in the County of Suffolk in the Commonwealth of Massachusetts **Executors of and Trustees** under the last will of James M. Jacobs, late of said Boston in the County of Suffolk and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County, on the twenty second day of October, A.D. 1883, do by virtue and in execution of the power to us given in and by said will, and of every other power and authority thereto enabling and in consideration of the sum of seven hundred and fifty dollars to us paid by the **South Boston Railroad Company** a corporation duly established by law and located in said Boston, the receipt whereof is hereby acknowledged hereby grant, bargain, sell and convey unto the said **South Boston Railroad Company** and its assigns forever, one undivided fourth part of a certain parcel of land situated in said Boston in that part thereof called **South Boston**, and **bounded** and described as follows, viz,

Beginning at the distance of eighty feet West from Q Street and running Westerly bounded Southerly on East Second Street sixty feet then turning and running Northerly bounded Westerly on other land of said Company one hundred and twenty five feet; then turning and running Easterly, bounded Northerly on land of said Company sixty feet; then turning and running Southerly bounded Easterly on land of said Company one hundred and twenty five feet to said East Second Street and point of beginning. The greater part of the above described land was conveyed by Lorinda Jacobs to Thomas M. Jacobs by deed dated May 12 1806 recorded with Suffolk Deeds lib 215 fol 206, and the remainder of said land was conveyed to David H. Jacobs et al by an Indenture with Samuel Blake et al dated February 12 1849, recorded as aforesaid lib 598 fol 25.

To have and to hold the above granted premises with all the privileges and appurtenances thereto belonging to the said **South Boston Railroad Company** and its assigns to their own use and behoof forever. And for the consideration aforesaid I, Harriet C. Jacobs the widow of said James M. Jacobs, deceased, do hereby release unto the said grantee and its assigns, all right of or to both dower and homestead in the granted premises

In witness whereof we the said Nathaniel J. Bradlee and Harriet C. Jacobs, Executors and Trustees as aforesaid, and Harriet C. Jacobs individually, hereunto set our hands and seals, this twenty fifth day of March in the year one thousand eight hundred and eighty four.

Signed and sealed in presence of

Nath. J. Bradlee (seal) } Executors and Trustees.
Harriet C. Jacobs. (seal) }
Harriet C Jacobs (seal)

Commonwealth of Massachusetts

Suffolk S.S. April 5th 1884. Then personally appeared the above named Nathaniel J Bradlee and acknowledged the foregoing instrument to be his free act and deed, before me,

Arthur P. French, Justice of the Peace.

April 17. 1884 at Twelve o'clock and fifty two minutes P.M. Received, Entered and Examined,

Attest, Thos F. Temple Reg.

Roxbury Blue Hill, Central and Geneva Aves.

Roxbury Blue Hill, Central and Geneva Ave.

1132.74	Sam'l Little to Highland St. Railway Co.	Lot A	page 83
1162.62	Highland St. Railway Co to City of Boston	" B.	" 84
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" 300. 238. P.B page 18
T. B. Moses,
Garbett & Wood Aug 21, 1882. 1576. 483. as to L. P.B. 20
T. W. Davis, City Surveyor Nov. 25. 1872. widening of Blue Hill Av.
T. W. Davis, City Surveyor, July 10. 1879. extension of Geneva Av. Plan Book page 26
H. H. Moses April 1, 1873. Suff. 1153. 278. P.B page 17

Gardner Av., as represented on A. R. Binney's plan, ran through lot G

[illegible]

[illegible]

[illegible]

1132-74

Know all men by these presents, that I, Samuel Little of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of Forty two thousand dollars

paid by the Highland Street Railway Company a corporation

duly established ~~under the~~ by laws ~~of the~~ in said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby convey remise, release and forever quitclaim unto the said

Corporation and its assigns a certain parcel of land with the buildings thereon situate in that part of said Boston formerly called Roxbury comprising lots A and B on a plan drawn by F. B. Moses dated September 13 1860 recorded with Norfolk Deeds Lib 300 Fol 238 bounded according to said plan,

northeasterly by Central avenue one hundred and twenty five feet southeasterly by lots I and H one hundred and three feet southwesterly by lot C one hundred and thirty three and 9/10 feet northwesterly by Blue Hill avenue one hundred and six feet; containing according to said plan thirteen thousand four hundred and eighty nine square feet

being the same premises conveyed to me by Augustus Parker, by deed dated July 15 1872 recorded with Suffolk Deeds Lib 1418 Fol 1 The premises are hereby conveyed subject to a mortgage given by me to Thacher Thayer and Wm Minot Junior, trustees, dated October 1872 recorded with Suffolk Deeds Lib 1127 Fol 290 to secure payment of twenty five thousand dollars, which mortgage debt with accrued interest forming part of the above named consideration, the grantee hereby agrees to assume and pay and save me and my representatives forever harmless therefrom.

To have and to hold the above released premises, with all the ~~privileges~~ rights, easements and appurtenances thereto belonging, to the said Highland Street Railway Company and its assigns, to their use and behoof forever.

And I the said Samuel Little ~~hereby~~ for myself and my heirs, executors, and administrators do covenant with the said Corporation and its assigns that the premises are free from all incumbrances made or suffered by me, except said mortgage

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said ~~and~~ Corporation and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me ~~but against none other~~. except under said mortgage, but against none other

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof I the said Samuel Little with Elizabeth M. my wife joining herein in token of her release of all rights of dower and homestead exemption in the granted premises have hereunto ~~hereto~~ set my hand and seal this fourteenth day of October in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy two

Signed and sealed in presence of dc

Samuel Little (Seal)

Elizabeth M. Little (Seal)

Commonwealth of Massachusetts. Suffolk ss. Oct 26 1872 ~~188~~ . Then personally appeared the above-named Samuel Little and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

R. B. Fairbairn Justice of the Peace.

October 30 1872, 11 h 40m A.M. Received and entered with Suffolk Deeds, libro 1132 folio 74

Attest: Thos. F. Temple Register.

1162-62

Know all men by these presents, that The Highland Street Railway Company a Corporation duly established by law in Boston in the State of Massachusetts, in consideration of three hundred and seventy nine 50/100 dollars to us ~~dollars~~ paid by the City of Boston

..... ~~a corporation~~

~~established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever, a certain lot or parcel of land in said Boston, bounded as follows,

southeastwardly by the proposed line of widening of Blue Hill Avenue on land of said Corporation, there measuring one hundred and five 69/100 feet, southwestwardly by land taken by the same order from Anna Coolman nine 17/100 feet, northwestwardly by the old line of Blue Hill Avenue one hundred and six feet, and northeastwardly by Central Avenue five 19/100 feet. Containing seven hundred and fifty nine square feet more or less.

Being shown on a plan made by Thomas W. Davis, City Surveyor dated Nov 25 A.D. 1872 and deposited in the office of the said City Surveyor. The above granted premises were taken by a resolve of the Board of Street Commissioners of the said City of Boston to widen Blue Hill Avenue at Warren Street, passed December 11 A.D. 1872 reference to which is hereby had, and are to be used for the purposes of a public Street of said City of Boston; and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of said taking. And we do for ourselves and our successors covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, costs, expenses or compensation, for or on account of the granted premises or the taking thereof

To have and to hold the aforegranted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said City of Boston its successors ..... and ..... assigns, ~~to~~ in fee simple ~~their use and behoof~~ forever.

And we the said Highland Street Railway Co hereby for ourselves and our successors do ~~heirs, executors, and administrators~~ covenant with the said City of Boston ~~grantee~~ and its assigns that we are ..... lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, to the said City of Boston and its assigns forever

that we have good right to sell and convey the same as aforesaid; and that we will and our successors ~~heirs, executors, and administrators~~ shall warrant and defend the same to the said City of Boston ~~grantee~~ and its assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ..... ~~all right of or to both~~ dower ~~and~~ homestead ~~in the granted premises~~.

In witness whereof we the said Highland Street Railway Company have caused these presents to be sealed with our common seal and signed by Samuel Little Esquire our Treasurer

~~hereto set~~ ~~hand and seal~~ this Seventeenth day of March in the year of our Lord one thousand eight hundred and Seventy three

Signed and sealed in presence of &c

Highland Street Railway Company
by Samuel Little, Treasurer (Corporate Seal)

~~Commonwealth of Massachusetts.~~ ~~ss.~~ ~~188~~ . ~~Then personally appeared the above named~~

~~and acknowledged the foregoing instrument to be~~ ~~free act and deed~~

~~before me~~

~~Justice of the Peace.~~

~~188~~ , ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~ .

~~Attest:~~ ~~Register.~~

Highland Street Railway Co, In Board of Directors

Boston March 17th 1873 **Voted**, that Samuel Little Esq. Treasurer, be authorized to execute and deliver to the City of Boston a sufficient deed and release under seal of the Company of the land taken by order of the Street Commissioners for widening Blue Hill Avenue at Warren Street dated Dec 11 1872 containing seven hundred and fifty nine square feet - A true copy of record. John L Swift Clerk

Commonwealth of Massachusetts

Suffolk s. s. March 19th 1873 Then personally appeared the above named Samuel Little Treasurer of the Highland Street Railway Company and acknowledged the foregoing instrument to be their free act and deed.

Before me, Thos. Wm Clarke. Justice of the Peace-

Approved, C. F. Kittredge Asst City Solicitor -

June 3 1873 at two o'clock and five minutes P. M. Received, Entered and Examined,

Thos. F. Temple Reg.

1179-86

Know all men by these presents, that I, James Hewins of Medfield in the County of Norfolk and Commonwealth of Massachusetts

in consideration of twenty six hundred and sixty nine and 65/100 dollars to me ~~dollars~~ paid by the Highland Street Railway Company

a corporation duly established ~~under the~~ by laws at Boston in the County of Suffolk and Commonwealth aforesaid ~~of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns forever a certain piece or parcel of land situated on Central Avenue in that part of said Boston, recently Roxbury containing six thousand and five 6005 square feet being lot Y and a part of lot Z on a plan made by J. B. Mason surveyor dated September 13 1860 and recorded with Norfolk Deeds Libro 300 folio 238 and **bounded,**

Northeasterly by said Central Avenue sixty and one tenth 60.1 feet, Southeasterly by the remaining portion of said lot Z this day conveyed by me to Betsey C. Batchelder one hundred 100 feet; Southwesterly by lots W and X on said plan sixty (60) feet and northwesterly by lots A and B on said plan, now owned by said grantee, one hundred and three (103) feet

being a part of the same premises conveyed to me by James M. Hewins by deed dated June 4 1873 and recorded with Suffolk Deeds Libro 1162 folio 167.

To have and to hold the above granted premises, with all the rights easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee its ~~and~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, to the grantee its successors and assigns forever that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said James Hewins and I, Jennie G. Hewins wife of said James joining in this conveyance in token of my release of all rights of dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this twenty fifth day of September in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy three

Signed and sealed in presence of &c

Jas. Hewins (Seal)

Jennie G. Hewins (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 25 1873 ~~188~~ . Then personally appeared the above-named James Hewins and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Thos Wm Clarke Justice of the Peace.

September 25 1873, 2 h. 50 m P M. Received and entered with Suffolk Deeds, libro 1179 folio 86

Attest: Thos. F. Temple Register.

Know all men by these presents, that I, Malachy Lennon of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of one hundred and fifty dollars to me ~~dollars~~

paid by the Highland street Railway Company

a corporation duly established ~~under the~~ by laws ~~of the~~ in said Commonwealth ~~of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland street Railway Company its successors and assigns a certain piece or parcel of land situate in that part of said Boston formerly Roxbury containing two hundred square feet being a strip four (4) feet wide off the rear of lot marked X on Marston Avenue on a plan dated Roxbury September 13th 1860 drawn by J. B. Moses surveyor and recorded with Norfolk Deeds Libro 300 folio 238 and bounded northeasterly by lot marked Y on said plan being land of said grantee fifty 50 feet southeasterly by lot marked "W" on said plan being land conveyed to said grantee by Patrick Stellcher by deed of even date herewith four (4) feet, southwesterly by the remaining portion of said lot X fifty (50) feet and northwesterly by lots marked "B" and "b" on said plan four (4) feet and being a part of the same premises conveyed to me by Edward Howe by deed dated June 23rd 1868. and recorded with Suffolk Deed Libro 930 folios 46 and 47.

To have and to hold the above granted premises, with all the rights & easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland street Railway Company its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee ~~its said~~ its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid I do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Malachy Lennon with my wife Catherine Lennon joining in this conveyance in token of her release of all rights of dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this eighteenth day of May in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy six

Signed and sealed in presence of &c

Malachy Lennon (Seal)

Catherine Lennon (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 24th 1876 ~~188~~ . Then personally appeared the above-named Malachy Lennon and acknowledged the above ~~foregoing~~ instrument to be his free act and deed before me —

Isaac H. Wright Justice of the Peace.

May 26 1876. , ~~188~~ , 4 h. 12 m. P M. Received and entered with Suffolk Deeds, libro 1327 folio 296

Attest: Thos. F. Temple Reg Register.

1328-176

Know all men by these presents, that I, Patrick Kelleher of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of One hundred and fifty dollars to me ~~dollars~~ paid by the Highland Street Railway Company a corporation duly established by ~~under the~~ laws in said ~~of the~~ Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns a certain piece or parcel of land situate in that part of said Boston formerly Roxbury containing two hundred square feet, being a strip four (4) feet wide all of the rear of lot marked W on Marston Avenue on plan dated Roxbury Feb'ry 3rd 1860 drawn by C. J. Mason Surveyor and recorded with Suffolk Deeds Libro 300 folio 238 and bounded

northeasterly by lot marked Z on said plan fifty (50) feet, southeasterly by lot marked V on said plan four (4) feet, southwesterly by the remaining portion of said lot W fifty 50 feet and northwesterly by lot marked X on said plan being land conveyed to said grantee by Nicholas Lennon by deed of even date herewith four (4) feet

and being a part of the same premises conveyed to me by Patrick Morrison and Mary Morrison his wife in her right by deed dated March 30th 1875 and recorded with Suffolk Deeds Libro 1262 folio 172

To have and to hold the above granted premises, with ~~all~~ the ~~privileges~~ rights easements and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee ~~its and~~ its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead~~ ~~in the granted premises.~~

In witness whereof I the said Patrick Kelleher with my wife Honorah Kelleher joining in this conveyance in token of her release of all rights of dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this eighteenth day of May in the year of our Lord ~~one thousand eight~~ eighteen hundred and seventy six

Signed ~~and~~ and delivered sealed in presence of

Moody Merrill to both signatures

Patrick Kelleher (Seal)

Honorah Kelleher her X mark (Seal)

Commonwealth of Massachusetts. Suffolk ss. June 2d 1876 ~~188~~. Then personally appeared the above-named Patrick Kelleher and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Moody Merrill Justice of the Peace.

June 2d 1876 188., 12 h. 19 m. P.M. Received and entered with Suffolk Deeds, libro 1328 folio 176.

Attest: Thos. F. Temple Register.

1374. 84

Know all men by these presents, that I, Malachy Lennon of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of five thousand dollars ($5000.00) to me ~~dollars~~

paid by the Highland Street Railway Company

a corporation duly established by ~~under the~~ law at said Boston ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns forever a certain piece or parcel of land situated on the northeasterly side of Marston Avenue in that part of said Boston called Boston Highlands being part of lot X on a plan made by T. B. Mason surveyor dated Feb 13 1860 and recorded with Norfolk Deeds Lib 300 fol 238 and **bounded** and described as follows viz,

Southwesterly by said Marston Avenue fifty (50) feet; southeasterly by lot W on said plan ninety nine and 65/100 feet northeasterly by the remaining portion of said lot X being land of the grantee fifty 50 feet and northwesterly by lot Y and Z on said plan one hundred and two 102 feet containing 5042 square feet of land

and being part of the same premises conveyed to me by Edward Howe by deed dated June 23 1868 and recorded with Suffolk Deeds Lib 930 fol 46. Meaning and intending hereby to convey to said grantee the whole of said lot "X" except a narrow strip off the rear thereof conveyed to said grantee by deed dated May 18 1876 and recorded with said Suffolk Deeds Lib 1327 fol 296. The granted premises are conveyed to said grantee with the right of passing and repassing to and from Blue Hill Avenue formerly called Warren Street in a northwesterly and southeasterly direction, but not through or over the street or avenue laid out on said plan between lots "R" and "B.B" and lot lying southwesterly of the same

To have and to hold the above granted premises, with ~~all~~ the rights easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the grantee its ~~and~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Malachy Lennon and I Catharine Lennon wife of said Malachy joining in this conveyance in token of my release of all rights of dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this thirtieth day of April in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy seven

Signed and sealed in presence of

Malachy Lennon (Seal)

Catherine Lennon (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston May 7 1877. Then personally appeared the above-named Malachy Lennon and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

James Hewis Justice of the Peace.

May 7 1877 ~~188~~ 1h 15m PM. Received and entered with Norfolk Deeds, libro 1374 folio 84

Attest: Thos F. Temple. Register.

1375-41

Know all men by these presents, that we Joseph Batchelder of Boston in the County of Suffolk and Commonwealth of Massachusetts & Betsey K. Batchelder wife of said Joseph ~~in consideration of~~ in her own right in consideration of forty three hundred and fifty dollars paid by the Highland Street Railway Company a corporation duly established by ~~under the~~ law at said Boston ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns forever. A certain piece or parcel of land situated on the Southwesterly side of Central avenue so called in that part of said Boston called Boston Highlands being part of lots "Z" and "AA" on a plan made by T. B. Mason Surveyor dated Sep 13 1866 and recorded with Norfolk Deeds Lib 300 fol 238 and bounded and described as follows viz:

Northeasterly by said Central avenue eighty seven and 35/100 feet Southeasterly by the remaining portion of said lot "AA" being a strip fifteen (15) feet by one hundred (100) feet said by Edward Howe to one Chenin one hundred (100) feet Southwesterly by lots "S" and "SS" on said plan eighty seven and 75/100 feet; and northwesterly by the remaining portion of said lot "Z" being land of the grantee one hundred (100) feet and being the same premises conveyed to the said Betsey K. Batchelder by James Hewins by deed dated Feb. 25, 1873 and recorded with Suffolk Deeds Lib 1179 fol 85.

To have and to hold the above granted premises, with ~~all~~ the ~~privileges~~ rights easements and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and assigns, to their use and behoof forever.

And we the grantors ~~hereby~~ for ourselves and our heirs, executors, and administrators do covenant with the grantee ~~and~~ its successors and assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Joseph Batchelder and Betsey K. Batchelder in her own right have hereunto ~~hereto~~ set our hands and seals this tenth day of May in the year ~~one thousand eight~~ of our Lord eighteen hundred and seventy seven.

Signed and sealed in presence of us

Joseph Batchelder (Seal)

Betsey K. Batchelder (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 12 1877 ~~188~~. Then personally appeared the above-named Joseph Batchelder and Betsey K. Batchelder and acknowledged the ~~foregoing~~ above instrument to be their free act and deed before me—

Moody Merrill Justice of the Peace.

May 12 1877 ~~188~~, 1 h. 12 m P.M. Received and entered with Suffolk Deeds, libro 1375 folio 41.

Attest: Thos. F. Temple Register.

1375. 28

Know all men by these presents, that I, Anne Coalman of Boston in the County of Suffolk and Commonwealth of Massachusetts, widow.

in consideration of Forty eight hundred and fifty nine dollars and twenty five cents ~~dollars~~ paid by the Highland Street Railway Company a corporation duly established ~~under the~~ by laws ~~of the Commonwealth of Massachusetts~~ at said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its Successors and assigns forever a certain lot or parcel of land situated on Blue Hill Avenue in that part of said Boston called Boston Highlands and bounded northwesterly by said Blue Hill avenue fifty two and eighty six one hundredths (52 86/100) feet; southwesterly by land of Margaret N. Britton being lot D on the plan hereinafter mentioned one hundred and twenty three and fifty six one hundredths (123 56/100) feet; southeasterly by lot E on said plan fifty one and fifty one hundredths (51 51/100) feet; and northeasterly by land of said granite being lot B on said plan one hundred and twenty four and seventy three one hundredths (124 73/100) feet. Containing 6479 square feet of land and being the whole of lot C on a plan made by T. B. Moses dated Feb 13 1800 and recorded with Norfolk Deeds Lib 300 fol 228, with the exception of a narrow strip of land taken by the City of Boston to widen said Blue Hill avenue.

Being a part of the same premises conveyed to me by Patrick Nannis by deed dated Nov 19 1869 and recorded with Suffolk Deed Lib 981 fol 237.

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges and~~ appurtenances thereto belonging, to the said Highland Street Railway Company its Successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee ~~its and~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its Successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its Successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Anne Coalman have hereunto ~~hereto~~ set my hand and seal this twenty third day of April in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy seven.

Signed and sealed in presence of

Anne Coalman (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Apr 23 1877. Then personally appeared the above-named Anne Coalman and acknowledged the above ~~foregoing~~ instrument to be her free act and deed before me —

B. E. Perry Justice of the Peace.

May 12 1877 ~~188~~, 1 h. 12 m. P M. Received and entered with Suffolk Deeds, libro 1375 folio 28.

Attest: Thos F. Temple Register.

1375-31

Know all men by these presents, that I, James Hewins of Medfield in the County of Norfolk and Commonwealth of Massachusetts

in consideration of Seven hundred and thirty four dollars to me ~~dollars~~

paid by the Highland Street Railway Company

duly established ~~under the~~ by laws ~~of the~~ at Boston in the County of Suffolk and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Highland Street Railway Company its Successors and assigns forever a certain lot of land situated on Blue Hill Avenue, formerly called Warren Street, in that part of said Boston called Boston Highlands being lot C on a plan made by J. B. Moses Surveyor dated Sept 13 1866 and recorded with Norfolk Deeds Lib 300 fol 238 and bounded and described as follows, namely

Beginning on said Blue Hill Avenue 106 feet southwesterly from Central avenue thence southwesterly by said Blue Hill Avenue 53 feet thence southeasterly by land late of Edward Howe being lot D on said plan 132 feet one inches, thence northeasterly by land late of said Howe being lot E on said plan 51 feet five inches and thence northwesterly by land late of said Howe now of said grantee being lot B on said plan 133 feet 0 inches to the point of beginning Containing according to said plan 6956 square feet of land more or less and being a part of the same premises conveyed to me by Baxter E Perry mortgagee by deed dated May 8 1877 herewith to be recorded.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with ~~the~~ said grantee its successors and assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors & assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I, Jennie G. Hewins wife of said James do hereby release unto the said grantee & its successors & assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said James Hewins & Jennie G. Hewins hereunto

~~hereto~~ set our hands and seals this Ninth day of May in the year one thousand eight hundred and seventy seven

Signed and sealed in presence of &c

James Hewins (Seal)

Jennie G. Hewins (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston May 12 1877. Then personally appeared the above-named James Hewins and acknowledged the foregoing instrument to be his free act and deed before me —

Geo H. Towle Justice of the Peace.

May 12 1877 ~~108~~, 1 h 12 m P.M. Received and entered with Suffolk Deeds, libro 1375 folio 31

Attest: Thos F. Temple Regr Register.

Know all men by these presents, that I, Patrick Kelleher of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of four thousand dollars to me ~~dollars~~

paid by the Highland Street Railway Company

a corporation duly established ~~under the~~ by laws at said Boston ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns forever a certain lot or piece of land with the buildings thereon standing situated in that part of said Boston called Roxbury being the whole of lot 70 on a plan dated Roxbury Sep 13 1860 drawn by J. B. Makes, Surveyor and recorded with Norfolk Deeds Lib 300 Fol 238, except a strip four feet in width off the Northeasterly end of said lot heretofore sold by said grantor to said grantee and bounded and described as follows, viz;

Southwesterly by Marston Avenue, so called, fifty and five one hundredths (50 5/100) feet. Northwesterly by lot Y on said plan ninety nine and sixty eight one hundredths (99 68/100) feet, Northeasterly by land of said grantee being said strip four feet in width, fifty (50) feet more or less; and Southeasterly by lot V on said plan, ninety seven and thirty six one hundredths (97. 36/100) feet Containing forty nine hundred and twenty six (4926) square feet of land with the right of passing and repassing to and from Blue Hill Avenue formerly called Warren Street, through and over said Marston Avenue in a Northwesterly and Southeasterly direction, but not through or over the Street or Avenue laid out on said plan, between lot R and Lot B. B. and between lots lying Southwesterly of the same, said Marston Avenue is laid out thirty (30) feet wide Being with the said strip four feet wide the same premises conveyed to me by Patrick Morrison and Mary Morrison his wife in her right by deed dated March 30 1875 and recorded with Suffolk Deeds Lib 1262 Fol 172

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company ..... and its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee its ~~and~~ successors and assigns that I am ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes for the current year which said grantee assumes and agrees to pay to the grantee its successors and assigns forever, subject

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons aforesaid except as

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead~~ ~~in the granted premises.~~

In witness whereof I the said Patrick Kelleher and I, Honorah Kelleher wife of said Patrick joining in this conveyance in token of my release of all rights of dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this Eighth day of August in the year of our Lord eighteen ~~one thousand eight~~ hundred and Seventy seven.

Signed ~~and~~ sealed and delivered in presence of

Moody Merrill to both
Kate Chambers to H. K.

Patrick Kelleher (Seal)
Hanorah Kelleher her ✗ mark (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Aug 11 1877 ~~188~~ . Then personally appeared the above-named Patrick Kelleher and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Moody Merrill Justice of the Peace.

Aug 25 1877 ~~188~~ . 12h 30m PM. Received and entered with Suffolk Deeds, libro 1386 folio 175.

Attest: Thos. F. Temple Register.

1493-479

Know all men by these presents, that Martin Feeley of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Five thousand dollars ($5000.00) to me ~~dollars~~ paid by the Highland Street Railway Company a corporation duly established ~~under the~~ by laws at said Boston ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its Successors and assigns forever a certain parcel of land with the buildings thereon situated in that part of said Boston lately Roxbury, being lot numbered nine (9) on a plan drawn by A. R. Binney, Surveyor dated May 4th 1855 and recorded with Norfolk Deeds Lib 291 fol 168 and **bounded** and described as follows namely;

Southwesterly by Central Avenue so called forty six (46) feet; northwesterly by lot numbered eight (8) on said plan one hundred and fifteen (115) feet northeasterly by land now or late of Stephen Wales seventy (70) feet; and southeasterly by land now or late of said Wales ninety one (91) feet - Containing 5830 square feet according to said plan.

Being the same premises conveyed to me by John B. Feeley by deed dated May 26 1876 and recorded with Suffolk Deeds Lib 1329 fol 24

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the grantee ~~and~~ its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, to the grantee its successors and assigns forever that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Martin Feeley together with Hannah Feeley my wife joining in this conveyance in token of her release of all rights of dower and homestead in the granted premises ~~hereto~~ set our hands and seals this Twenty fifth day of May in the year of our Lord eighteen ~~one thousand eight~~ hundred and eighty

Signed ~~and~~ sealed and delivered in presence of &c

Sam'l Atherton to both sig.

Martin Feeley. his × mark. (Seal)

Hannah Feeley. her × mark. (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston May 26 1880. Then personally appeared the above-named Martin Feeley and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me

Sam'l Atherton Justice of the Peace.

May 27 1880, 1h 22m PM. Received and entered with Suffolk Deeds, libro 1493 folio 479.

Attest: Thos F Temple. Register.

1494-31

Know all men by these presents, that I, Silas Potter of Boston in the County of Suffolk & Commonwealth of Massachusetts,

in consideration of One dollar & other good and valuable considerations to me ~~dollars~~ paid by the Highland Street Railway Company

.....a corporation duly established ~~under the~~ by laws ~~of the Commonwealth of Massachusetts~~ in said Boston, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Highland Street Railway Company, its successors and assigns forever a certain parcel of land with the buildings thereon situated on the corner of Blue Hill Avenue and Central avenue, in that part of said **Boston, lately Roxbury,** and **bounded**

northwesterly by said Blue Hill Avenue one hundred and three (103) feet, northeasterly by land of the heirs of Samuel W Weld four hundred and four and thirty five hundreds (404.35) feet: southeasterly by land late of Martin Feeley, now of the grantee, one hundred and fifteen (115) feet, and southwesterly by said Central avenue four hundred and twenty and thirty six hundredths (420.36) feet to the point of beginning - Containing 45230 square feet of land.
For my title see deeds of Henry C. Rice Administrator and Sarah Bartlett widow, to me, both dated May 18 1870, and recorded with Suffolk Deeds, lib 1003 fols 211 and 212 - Deed of Samuel Weld and others to me dated March 10 1879 and recorded with said Suffolk deeds lib 1452 fol 125. and deed of Joseph Batchelder dated May 24 1880 and herewith to be recorded.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me, except the taxes for the current year, which the grantee assumes and agrees to pay

and that I will and my ..... heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and ..... assigns forever against the lawful claims and demands of all persons claiming by, through or under me except as aforesaid but against none other.

And for the consideration aforesaid I, Caroline D. Potter, wife of said Silas Potter do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Silas Potter and Caroline D. Potter hereunto

~~hereto~~ set our hands and seals this twenty eighth day of May in the year one thousand eight hundred and eighty

Signed and sealed in presence of &c

Silas Potter (Seal)

Caroline D. Potter (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston May 28 1880. Then personally appeared the above-named Silas Potter and acknowledged the foregoing instrument to be his free act and deed before me —

James Devonio ...Justice of the Peace.

May 31st 1880, 2 h m. PM. Received and entered with Suffolk Deeds, libro 1494 folio 31

Attest: Thos. F. Temple Reg Register.

1576-481

Know all Men by these Presents, That I, **Samuel Weld** of Boston in the County of Suffolk and Commonwealth of Massachusetts **in my own right and also as** I am **trustee** under an Indenture of Trust between Ebes Sargent and Elizabeth W. Sargent his wife of the first part and myself of the second part, dated October 13th 1871 and recorded with Suffolk Deeds Lib 1078 Fol 161 by virtue and in execution of the power to me given by said Indenture and of the written direction and request of said Elizabeth, hereinafter contained and of every other power and authority me hereto enabling and we the said **Elizabeth W. Sargent,** of said Boston, **Widow,** and **Clifford R. Weld** of Groton in the County of Middlesex and Commonwealth aforesaid, In consideration of Two Hundred and Fifty Nine Dollars and Sixty cents to us paid by **The Highland Street Railway Company,** a corporation established by authority of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto the said **Highland Street Railway Company,** its successors and assigns forever a triangular parcel of land on the Southeasterly side of Blue Hill Avenue in that part of said **Boston** which was **formerly Roxbury,** containing Six hundred and forty nine square feet and **bounded** and measured as follows, viz;

Beginning at the centre of a stone monument. Said centre being in the South Easterly line of said Avenue and in the boundary line between the granted premises and land of said Company, thence running South Easterly on said boundary line two hundred and twelve feet, and thirty five hundredths of a foot to the centre of another stone monument, thence running North westerly by other land of ours, two hundred and eleven feet, and eleven hundredths of a foot, to said Avenue, thence running South westerly on the South Easterly line of said Avenue, six feet and twenty five hundredths of a foot to the point of beginning.

A portion of the granted premises being a part of a tract of land conveyed to Samuel Weld by Mary Warren and others, by deed dated December 14th 1789 and recorded with Suffolk Deeds Lib 167 Fol 63, and the remaining portion of the granted premises, being a part of the land conveyed to us by Silas Potter by deed dated March 10 1879 and recorded with Suffolk Deeds, Lib 1452 Fol 126. Said triangular parcel of land is shown on a plan drawn by Garbett and Wood, Surveyors, dated Aug 21 1882 - to which plan - to be recorded herewith reference is hereby made.

To have and To hold the above granted premises with all the privileges and appurtenances thereto belonging to the said **Highland Street Railway Company,** and its successors and assigns to its and their own use and behoof forever. And we, the said Samuel Weld and Clifford R. Weld each covenanting only for the undivided third part of said premises, owned by him in his own right, and said Elizabeth W. Sargent covenanting for the undivided third part of said premises, held in trust for her as aforesaid, do hereby severally and not jointly and for said respective third parts only, for ourselves and our respective heirs, executors and administrators, covenant with the said Company and its successors and assigns that we are lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, that we have good right to sell and convey the same to the said Company and its successors and assigns forever as aforesaid. and that we will, and our respective heirs executors and administrators shall **warrant and defend** the said respective undivided third parts of said premises to the said Company and its successors and assigns forever, against the lawful claims and demands of all persons.

In witness whereof we, the said Samuel Weld, Trustee as aforesaid, Elizabeth W. Sargent, Widow, and Clifford R. Weld (said Samuel Weld and Clifford R. Weld being both unmarried) have hereunto set our hands and seals this thirteenth day of September A. D. Eighteen hundred and eighty two

Signed and sealed in presence of } Sam'l Weld (Seal)
Sam'l Weld Trustee for Elizabeth W. Sargent (Seal)
Clifford R. Weld (Seal)
Elizabeth W. Sargent (Seal)

~Commonwealth of Massachusetts~

Suffolk s.s. October 12 1882 Then personally appeared the within named Samuel Weld and acknowledged the within instrument to be his free act and deed. Before me,

Phineas B. Smith Jr Justice of the Peace

October 24 1882 At Two o'clock and twenty minutes P. M. Received, Entered and Examined.

Attest. Thos. F. Temple. Reg.

1668-546

Know all men by these presents, that I, Peter Morris of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of thirty five hundred dollars ($3500.00) to me paid by the Highland Street Railway Company ~~dollars~~ duly established ~~under the~~ laws ~~of the Commonwealth of Massachusetts~~ in said Boston, a corporation, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company and its successors and assigns forever a certain lot or parcel of land with the buildings thereon, situated on the southwesterly side of Central Avenue, so called, in that part of said Boston lately Roxbury, being a part of lot numbered twelve (12) on a plan made by A. R. Binney, Surveyor, dated May 4 1855 and recorded with Norfolk Deeds, Lib 291 fol 167 & being shown also on a plan entitled "Plan of a part of Lot 12 on a Plan drawn by A. R. Binney dated May 4 1855" made by H. H. Masco, Surveyor, dated April 1 1873 & recorded with Suffolk Deeds Lib 1153 fol 278 and containing 5187.50 square feet according to said last named plan and bounded & described as follows, viz;

Northeasterly by said Central Avenue fifty six and 45/100 feet
Southeasterly by land now or formerly of Wales one hundred and 84/100 feet, Southwesterly by lot thirteen (13) on said Binney's plan, forty seven feet; and northwesterly by land of Philip Mc Mahan, one hundred and 5/100 feet
Being all and the same premises conveyed to me by Patrick F. Stanton, by deed dated June 7 1875 & recorded with said Suffolk Deeds Lib 1282 fol 9.

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company & its ~~and~~ successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee its ~~and~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Peter Morris together with Annie E. Morris, my wife joining in this conveyance in token of her release of all rights of dower & homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this third day of March in the year ~~one thousand eight~~ a thousand eighteen hundred and eighty five

Signed and sealed in presence of &c

Peter Morris (Seal)

Annie E. Morris (Seal)

Commonwealth of Massachusetts, Suffolk ss. Boston March 3rd 1885. Then personally appeared the above-named Peter Morris and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Moody Merrill Justice of the Peace.

March 3 1885, 2 h 20m PM. Received and entered with Suffolk Deeds, libro 1668 folio 546.

Attest: Thos. F. Temple. Register.

1680-142.

Know all Men by these Presents, That whereas **Joseph R. Churchill**, of Boston in the County of Suffolk and Commonwealth of Massachusetts, **trustee** under the will of Jefferson H. Cheney late of said Boston, deceased, of certain estate therein devised for the benefit of Roland H. Bowman of said Boston, a minor, was on the fourth day of May current, duly authorized and empowered by the Probate Court for said County of Suffolk, after due notice and hearing, to sell and convey certain real estate hereinafter described at private sale to the Highland Street Railway Company for the sum of six thousand dollars,

Now therefore, I, the said **Joseph R. Churchill Trustee** aforesaid by virtue of said authority and of every other one hereto enabling and in consideration of said sum of six thousand dollars, to me, as such trustee paid by said **Highland Street Railway Company**, a corporation legally established, and having its usual place of business in said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said **Highland Street Railway Company** and its successors and assigns the following described real estate viz; A parcel of land with a dwelling house thereon, containing 8500 square feet, situated in that part of said **Boston called Roxbury** and **bounded**

North east by Central Avenue 85 feet; North west by land of the grantee 100 feet, South west by land of owners unknown 85 feet, and South east by land now or late of Philip McMahon 100 feet.

Together with all right and title, if any, in said adjoining land of the grantee.

To have and to hold to the said **Highland Street Railway Company**, its heirs successors and assigns to its and their use and behoof forever.

In witness whereof, I the said Joseph R. Churchill, Trustee, have hereto set my hand and seal this thirtieth day of May A. D. 1885.

Witness. James Hewins { **Joseph R. Churchill, Trustee** (Seal)

Suffolk s.s. June 4 A. D. 1885 Then personally appeared the abovenamed Joseph R. Churchill Trustee, and acknowledged the foregoing instrument to be his free act and deed before me.

James Hewins Justice of the Peace

June 4 1885 At four o'clock and thirty five minutes P. M. Received, Entered and Examined,

Attest, Thos. F. Temple. Reg.

1493. 515

Whereas we the undersigned, being owners respectively of land upon and including a private way, situated in that part of Boston formerly Roxbury and Dorchester, in the County of Suffolk, known as the proposed extension of Geneva Avenue from Columbia Street, through and including Marston Avenue to Warren Street, and hereinafter described, are desirous that the said proposed extension of Geneva Avenue shall be laid out by the City of Boston as a public Street, and graded to conform to the grade delineated by red lines on a plan hereinafter referred to;

Now therefore

Know all Men by these Presents,

That we, the undersigned, in consideration of the premises and of One dollar to us paid by the **City of Boston**, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby remise, release, and forever quitclaim to the said **City of Boston**, and its assigns forever, all our right title interest and estate in and to a certain parcel of real estate lying in Boston, being said proposed extension of Geneva Avenue **bounded** and described as follows;

Southeastwardly by Columbia Street there measuring seventy eight and 30/100 (78 30/100) feet, Westwardly by the Westerly line of said proposed extension of Geneva Avenue as shown on said plan by a curve of ten (10) feet radius twenty one and 68/100 (21 68/100) feet, Southwestwardly by the Southwesterly line of the said proposed extension of Geneva Avenue by three measurements one thousand five and 80/100 (1005 80/100) feet by a curve of three hundred and fifty (350) feet radius one hundred seventy two and 93/100 (172 93/100) feet and two hundred ninety seven and 12/100 297 12/100 feet. Northwestwardly by Warren Street fifty and 14/100 (50 14/100) feet and Northeastwardly by the northeasterly line of said proposed extension of Geneva Avenue by three measurements three hundred seventeen and 15/100 (317 15/100) feet by a curve of four hundred feet (400) radius one hundred ninety seven and 65/100 (197 65/100) feet and one thousand fifty six and 70/100 (1056 70/100) feet; said Avenue being of a uniform width of fifty (50) feet.

The described premises are to be used for the purposes of a public Street of the City of Boston and with the proposed grade thereof are shown by red lines on a plan and profile made by Thomas W. Davis City Surveyor dated July 10th 1879 and deposited in the office of the said City Surveyor. And for the above named consideration we do hereby for ourselves, our heirs, executors, administrators and assigns covenant and agree to make no claim or demand whatever upon said City of Boston for damages costs expenses or compensation for or on account of, or in any way growing out of the laying out of said parcel of land as a public Street and establishing the grade thereof at the grade shown on the profile hereinbefore referred to, if said City shall so lay out and grade the same. And for the above named consideration we do hereby severally give and grant unto the said City of Boston the right to slope or bank the filling where required for said grading upon our respective parcels of land adjoining the described premises, and we do hereby severally for ourselves our heirs, executors administrators and assigns covenant and agree to and with the said City of Boston, that we will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, or its omission to build or maintain such wall to support the bank on either side of the described premises, where cutting down is required for said grading. — And we do hereby severally for ourselves, our heirs, executors and administrators and assigns further covenant and agree, not to remove or permit to be removed, by any person other than said City, any portion of the filling placed or sloped upon our respective parcels of land adjoining the released premises, in grading said premises as aforesaid, until a retaining wall or bulkhead to support said filling shall be built upon the line of our respective parcels adjoining said premises. This release and conveyance is made on the condition that if any betterments are assessed upon estates belonging to the undersigned on account of laying out and constructing said Street as aforesaid, said betterments shall be assumed and paid by the City of Boston.

To have and hold the above released premises to the said **City of Boston**, its successors and assigns to its and their own use and behoof forever.

In witness whereof we have hereunto set our hands and seals this twenty ninth day of July in the year eighteen hundred and seventy nine.

Highland Street Railway Company, by Moody Merrill Pres. (Seal)
and sixteen others.

Commonwealth of Massachusetts

Suffolk s.s. 23d Decr 1879 Then personally appeared the above named Moody Merrill and acknowledged the foregoing instrument to be his free act and deed, before me.

Isaac H. Wright. Justice of the Peace.

Boston Oct 22nd 1879. Copy of vote passed this day by the Directors of the Highland Street Railway Company. Voted, That the President be authorised in behalf of the Company to execute a deed of release to the City of Boston of all damages that may be occasioned from the laying out of Geneva Avenue.

Attest John L. Swift Clerk

May 27 1880 at one o'clock and fifty eight minutes P M Received, Entered and Examined.

Attest Thos. F Temple Reg

1822.66

Know all men by these presents, that Annie E. McMahon, of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable considerations paid by the West End Street Railway Company ~~dollars~~ and organized ~~established~~ under the laws of said ~~the~~ Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey ~~remise, release and forever quitclaim~~ unto the said West End Street Railway Company, a certain parcel of land situated in the Southern district of Boston being lot numbered eleven (11) on a plan of lands belonging to Edward Howe, made by C. J. Howe (Bunny) Surveyor May 4 1885 recorded with Norfolk Deeds Lib 201 fol 168 and **bounded** and described as follows.

Northeasterly by Central Avenue which is to be forever kept open as a passage way for the use in common of all the abbutters thereon, Southeasterly by lot twelve (12) on said plan, Southwesterly by lot thirteen on said plan and Northwesterly by lot ten (10) on said plan containing about five thousand square feet of land,

and being the same parcel of land, conveyed to me by Patrick McMahon by deed, dated April 4 1885 recorded with Suffolk Deeds Lib 1672 fol 225 said parcel of land is conveyed subject to the taxes assessed May 1 1888.

" " "

To have and to hold the ~~above released premises~~ granted, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the grantee and its successors and assigns that ~~the~~ I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except said taxes ~~made, or suffered by~~ that I have good right to sell and convey the same as aforesaid

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid ~~claiming by, through or under~~ ~~but against none other.~~

~~And for the consideration aforesaid~~

~~I hereby release unto the grantee~~ ~~all rights of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said Annie E. McMahon being unmarried hereunto ~~hereto~~ set my hand and seal this seventeenth day of May in the year one thousand eight hundred and eighty eight

Signed and sealed in presence of

Xenophon Good

Annie E. McMahon (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston, May 18th 1888. Then personally appeared the above-named Annie E. McMahon and acknowledged the foregoing instrument to be her free act and deed before me —

Xenophon Goodnough Justice of the Peace.

May 18th 1888, 1 h 1 m P.M. Received and entered with Suffolk Deeds, libro 1822 folio 66

Attest: Thos. F. Temple. Register.

1822.67

Know all men by these presents, that I, Philip McMahon of Boston in the County of Suffolk and Commonwealth of Massachusetts,
in consideration of one dollar and other good and valuable considerations
paid by the West End Street Railway Company
~~the~~ ~~a~~ ~~corporation~~ organized ~~established~~ under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey ~~remise, release and forever quitclaim~~ unto the said West End Street Railway Company a certain parcel of land situated in the Southern District of Boston, being a part of lot numbered twelve (12) on a plan of lands belonging to Edward Howe made by C. F. Rimney Surveyor May 4 1885 recorded with Norfolk Deeds Lib 291. fol 168 and bounded and described as follows;

Northeasterly by Central Avenue which is to be forever kept open as a passage way for the use in common of all the abutters thereon Southeasterly by land conveyed to me to Patrick J. Stanton April 1, 1873 Southwesterly by lot thirteen (13) on said plan and Northwesterly by lot eleven (11) on said plan.

Being parcel this day conveyed to the said grantee by Frank E McMahon.

The above parcel of land is a part of the premises conveyed to me by Caroline P. and Samuel S. Reed by deed dated May 1, 1868 recorded with Suffolk Deeds Lib 930 fol 194 and so conveyed subject to the taxes assessed May 1 1888.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators covenant with the grantee and its successors and assigns that ~~he~~ I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except said taxes ~~and for unpaid by~~ that I have good right to sell and convey the same as aforesaid

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid ~~claiming by, through or under~~ ~~but against none other.~~

And for the consideration aforesaid I, Margaret McMahon wife of said Philip McMahon do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said Philip McMahon and Margaret McMahon hereunto ~~hereto~~ set our hands and seals this seventeenth day of May in the year one thousand eight hundred and eighty eight.

Signed and sealed in presence of
Xenophon Goodnough.

Philip McMahon (Seal)
Margaret her X mark McMahon (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston May 8 1888. Then personally appeared the above-named Philip McMahon and acknowledged the foregoing instrument to be his free act and deed before me —

Xenophon Goodnough. Justice of the Peace.

May 18 - 1888, 8h 1m PM. Received and entered with Suffolk Deeds, libro 1822 folio 67

Attest: Thos. C. Tuttle. Register.

1520.640

Know all men by these presents, that I, Michael Barrett of Cambridge in the County of Middlesex and Commonwealth of Massachusetts in consideration of Fifty five dollars and Sixty five cents to me paid by the Highland Street Railway Company ~~dollars~~ a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Highland Street Railway Company all the right title and interest conveyed to me by deed of Thomas Sherwin, Collector of taxes for the City of Boston dated September 6th A.D. 1878 and recorded with Suffolk Registry of Deeds Book 1433 Page 2 & 3 in and to a certain lot of land situated in said Boston and bounded as follows

House and about Five thousand and Forty two feet of land on the northeasterly side of Marston Avenue Boston Highlands between two estates of the Highland Street Railway Company being lot lettered B of Moseic plan dated September 13th 1860 recorded in Norfolk Registry of Deeds, Book 300 Page 238

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever. ~~And hereby, for and heirs, executors, and administrators covenant with the assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Michael Barrett & Mary E Barrett wife of said Michael who joins in this deed in tokin of her release of all right of or to both dower and homested in the said granted premises hereunto ~~hereto~~ set our hands and seals this Fourth day of April in the year one thousand eight hundred and eighty one

Signed and sealed in presence of

James Hennis to M. B

Michael Barrett (Seal)

Mary E. Barrett (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston April 4 1881. Then personally appeared the above-named Michael Barrett of Cambridge and acknowledged the foregoing instrument to be his free act and deed before me —

James Hennis Justice of the Peace.

April 13 1881, 12h 55m P.M. Received and entered with Suffolk Deeds, libro 1520 folio 640.

Attest: Thos F. Temple Register.

1498-311

Know all men by these Presents, That the **City of Boston** in consideration of forty seven dollars and eighteen cents paid by the **Highland Street Railway Company** of Boston in the County of Suffolk and State of Massachusetts, the receipt whereof is hereby acknowledged, does hereby remise release and forever quitclaim unto the said **Highland Street Railway Company**, their successors and assigns all the right, title, and interest which the said City of Boston acquired by or under a deed made to it by Thomas Sherwin, Collector, dated the twenty third day of September in the year of our Lord one thousand eight hundred and seventy eight, and recorded with Suffolk Deeds Lib 1434 Fol 251 in and to the following parcel of real estate in said **Boston**, viz

about eighty seven hundred and seventy five (8775) feet of land; on the southwesterly side of Central Avenue Boston Highlands between an estate of Jefferson W. Cheney heirs and an estate of Highland Street Railway Company, being part of lot numbered fifty five (55) Block fifty four (54) Assessor's plan one (1)

To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said **Highland Street Railway Company** their successors and assigns to their use and behoof forever.

In witness whereof the said City has caused its corporate seal to be hereunto affixed and these presents to be signed by Frederick O Prince Mayor of the said City, here to duly authorized.

Dated this fourteenth day of July in the year of our Lord one thousand eight hundred and eighty.

Signed, sealed &c &c

City of Boston,
by Frederic O. Prince, Mayor

(Corporate Seal.)

Commonwealth of Massachusetts

Suffolk s.s. Boston July 15 1880 Then the above named City of Boston appeared by Frederick O. Prince its Mayor and acknowledged the above instrument to be the free act and deed of said City — Before me,

F. C. Goodrich. Justice of the Peace.

July 19. 1880 At twelve o'clock and twenty minutes P.M. Received, Entered and examined.

Attest, Thos. F. Temple. Reg.

1703.13

The following is endorsed on an original Tax Deed from James H Ricker Coll.[r] to James Deshon (Est on S.W. side Central Ave. Dorch. Dist) dated Sept 1st 1885 & recorded Lib 1694 fol 281

Know all Men by these Presents

That I, **James Deshon** the within named grantee in consideration of Fifty-one 30/100 dollars paid by the **Highland Street Railway Company** a Corporation by law duly established in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, the receipt of which is hereby acknowledged do hereby release remise & forever quitclaim to the said **Highland Street Railway Company** all the right title and interest which I derived in & to the within named real estate under & by virtue of the within deed recorded Libro 1694 fol 281

To have & to hold the same to the said Highland Street Railway Company their successors and assigns to their own use and behoof forever.

In witness whereof I hereunto set my hand and seal this seventeenth day of November A. D. eighteen hundred and eighty five.

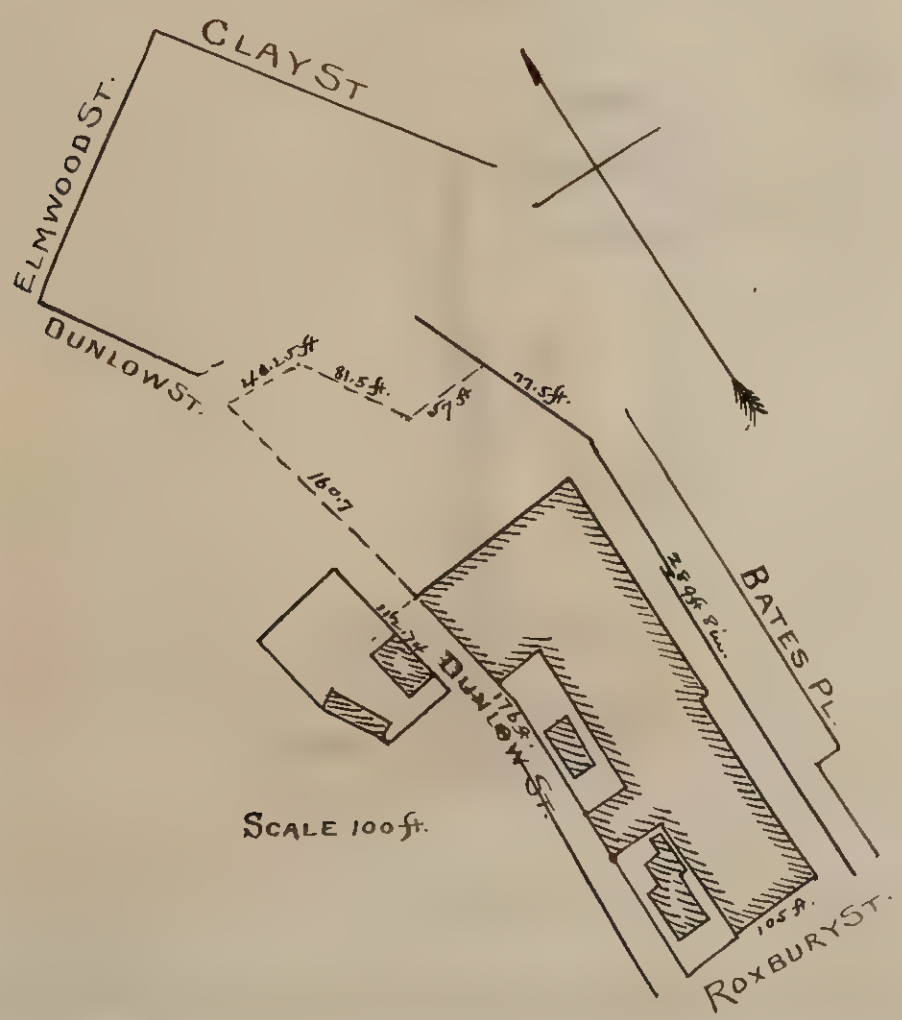
James Deshon (Seal)

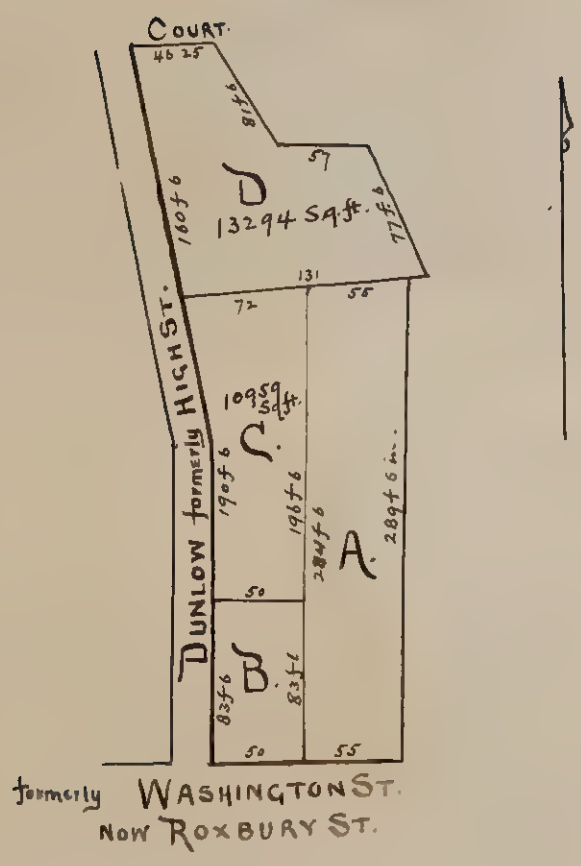
Suffolk S.S Boston November 18th 1885 Then personally appeared the above named James Deshon & acknowledged the foregoing instrument to be his free act & deed, before me

Edward Sands. Justice of the Peace.

November 27 1885 at two o'clock and forty minutes P.M. Received Entered and Examined Attest. Thos. F. Temple Reg

Roxbury:—
Roxbury and Dunlow Sts and Court.—
Dunlow St.

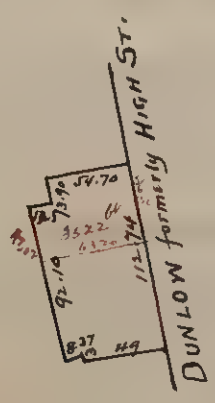


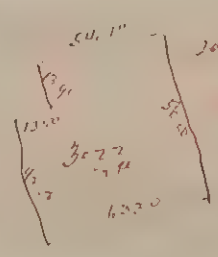


SCALE 100 ft

Norfolk	307. 245	W. J. Marbes to Metropolitan R.R. Co.	Lot A.	page 106
	307 245	R. W. Molineux to " " " "	B.	" 107
	307 279	Amory Bell " " " " "	C	" 108
Suffolk	1107. 3	H. T. Woods " " " " "	D.	" 109

Subject to well rights in favor of adjacent owners.





Sold Dec. 1 1892 to Henry [illegible]

1058. 264	John Egan to Metro. Horse R.R. Co	Lot E	110
1073. 139	" " " Metro. R.R. Co	" "	111

There are rights of way in Dunlow St and Dunlow Ct + possible ownership in fee of half of both.

Norf. Lib. 307, fol. 245 Rox. Roxbury & Dunlow Sts. 106

Know all men by these presents, that I, William J. Mathes of Roxbury in the County of Norfolk and State of Massachusetts, stable,

in consideration of nine thousand dollars to me ~~dollars~~

paid by the Metropolitan Railroad Company

a corporation duly established by ~~under the~~ laws of said State and having its place of business in Boston in Suffolk County in same state ~~the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns forever all that piece or parcel of land in said Roxbury with the buildings thereon till all the rights easements privileges and appurtenances to the same belonging bounded and described as follows viz,

Southerly on Washington street there measuring fifty five (55) feet, westerly on the land of R. W. Mckinnon and Amory Bell there measuring two hundred and eighty four feet and eight inches, northerly on land formerly of John Heath there measuring fifty five feet and easterly on land of Ruth Bates there measuring two hundred and eighty nine feet and eight inches (289 ft 8 in.) be the same more or less or however otherwise said premises may be bounded measured or described being the same premises conveyed to me by Amory Bell by deed dated May 22 1851 & recorded with Norfolk Deeds Lib 201 fol 302.

To have and to hold the above granted premises, with ~~all~~ the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company its successors and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the aforesaid granted premises, that they are free from all incumbrances, whatever to the said grantee & its successors and assigns forever that I have a good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said William J. Mathes and I Mary H. Mathes wife of said William J. who hereunto these presents in token of my release of all right and title of or to both dower & homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this first day of July in the year of our Lord ~~one thousand~~ eight hundred and sixty two

Signed and sealed in presence of

William J. Mathes (Seal)

Mary H. Mathes (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 1 1862 ~~188~~. Then personally appeared the above-named William J. Mathes and acknowledged the foregoing instrument to be his free act and deed before me —

Wm C. Williamson Justice of the Peace.

July 3. 1862 ~~188~~, h. m. M. Received and entered with Norfolk Deeds, libro 307 folio 245.

Attest: James Foord. Register.

Norf. Lib. 307 fol. 245

Rox. Roxbury + Dunlow Sts. 107

Know all men by these presents, that I, Robert W. Molineux of Roxbury in the County of Norfolk and Commonwealth of Massachusetts, taylor in consideration of thirty nine hundred dollars to me paid by the Metropolitan Railroad Company ~~dollars~~ duly established ~~under the~~ by law~~s of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company their successors and assigns a certain lot or parcel of land in said Roxbury, bounded measuring and described as follows, viz,

Southerly by Washington street there measuring fifty feet westerly by High street there measuring eighty three and one half feet northerly by land conveyed by Amory Bell to the grantees herein by deed of even date herewith, there measuring fifty feet and easterly by land conveyed by William J Matteo to the grantees herein there measuring eighty three & one half feet or however otherwise the same may be bounded measured and described.

being the same estate conveyed to me by Amory Bell by his deed dated Feby 28 1853 and recorded with Norfolk Deeds Lib 215 fol 299 together with the right of using said High street in common with other persons having estates bounding thereon and with all other privileges and appurtenances to the same belonging.

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Metropolitan Railroad Company their successors and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators **covenant** with the said grantee and their successors and assigns that I am lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantees and their successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantees and their successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Robert W. Molineux and Paulina C. Molineux wife of said Robert W. who joins in this conveyance in token of her release of all right and title of or to both the above granted premises, hereunto ~~hereto~~ set our hands and seals this first day of July in the year of our Lord ~~one thousand~~ eight hundred and sixty two

Signed and sealed in presence of &c

R. W. Molineux. (Seal)

Paulina C. Molineux (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 3 1862 ~~188~~. Then personally appeared the within ~~above~~-named Robert W. Molineux and acknowledged the foregoing instrument to be his free act and deed before me —

Lemuel Shaw Justice of the Peace.

July 3 1862, h m M. Received and entered with Norfolk Deeds, libro 307 folio 245.

Attest: James Foord. Register.

Norf. Lib. 307. fol. 279 Rox. Roxbury + Dunlow 108

Know all men by these presents, that Amory Bell of Roxbury in the County of Norfolk & Commonwealth of Massachusetts yeoman.

in consideration of forty six hundred & twenty three 62/100 dollars

paid by the Metropolitan Railroad Company

established ~~under the~~ by law~~s of the Commonwealth of Massachusetts,~~ a corporation

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company their successors and assigns a certain lot or parcel of land situated in said Roxbury, bounded, measuring and described as follows, viz;

beginning at the southwesterly corner on High Street on land this day conveyed by R W Molineux to the grantees thence running northerly on said High Street as the street runs one hundred and ninety feet and six inches to land now or late of Benjamin Bradley then turning and running easterly seventy two feet on said last mentioned land to land this day conveyed by W. J. Mathes to the grantees then turning and running southerly on said last mentioned land one hundred and ninety six feet and six inches to the above mentioned lot of land conveyed by said Molineux then turning and running on said last mentioned land fifty feet to the point of beginning on High Street.

Containing by estimation ten thousand nine hundred and fifty nine (10959) square feet of land together with the right to use said High Street in common with other persons having estates bounding thereon with all the rights easements, privileges and appurtenances thereto belonging or however otherwise bounded measured or described being the lot of land conveyed to me by the President ~~and~~ Directors and Company of the Traders Bank by their deed dated Aug 2 1842 and recorded with Norfolk Deeds Lib 137 fol 152 and also being all of the estate conveyed to Caleb Clark & myself by John Heath by his deed dated May 12 1831 and recorded with Norfolk Deeds Lib 95 fol 3 except such part thereof as has been conveyed by me to said R. W. Molineux.

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Metropolitan Railroad Company their successors and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said grantee and their successors and assigns that I am lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, to the said grantees and their successors and assigns forever that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and their successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead in the granted premises.~~

In witness whereof I the said Amory Bell together with my wife Anna who joins in this conveyance in token of her release of all right & title of or to both dower and homestead in the aforegranted premises have hereunto ~~hereto~~ set our hands and seals this first day of July in the year of our Lord ~~one thousand~~ eight hundred and sixty two

Signed and sealed in presence of &c

Amory Bell (Seal)

Anna Bell (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 8 1862 ~~188~~ . Then personally appeared the within ~~above~~ named Amory Bell and acknowledged the foregoing instrument to be his free act and deed before me —

Lemuel Shaw Justice of the Peace.

July 9 . 1862 , h m. M. Received and entered with Norfolk Deeds, libro 307 folio 279 .

Attest: James Foord Register.

Suff Lib. 1107 fol. 3. Rox. Roxbury Dist. (99)

Know all men by these presents, that I, Henry T. Woods of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of twelve thousand dollars

paid by the Metropolitan Railroad Company

a corporation

duly established under the laws of the Commonwealth ~~of Massachusetts~~ aforesaid, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company their successors and assigns

a certain piece or parcel of land with the buildings thereon situated in that part of said Boston which was late Roxbury bounded and described as follows, Westerly by High Street one hundred and sixty feet and seven tenths more or less, Northerly by High Street Court forty six feet and twenty five hundredths more or less, Easterly by land now or late of Joseph Morrill eighty one feet and five tenths, Northerly again by said land now or late of said Morrill fifty seven feet, Easterly again by land now or late of the Starch Factory Company seventy seven feet and five tenths, Southerly by land now or late of Amory Bell one hundred and thirty one feet. Be all of said measurements more or less or however otherwise said premises may be bounded, measured or described. Containing thirteen thousand two hundred and ninety four square feet of land more or less. For my title see deed from Margaret Thayer dated January 29th 1872 and from B. E. Perry dated January 25th 1872 and recorded with Suffolk Deeds Lib 1089 Fol 142.
Subject to the well rights and rights to draw water from the premises which may exist on said premises and to taxes for 1872.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and their successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and their ~~assigns that~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and their successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

And for the consideration aforesaid I Ellen Woods wife of the grantor do hereby release unto the said grantees and their successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry T. Woods and Ellen Woods have hereunto ~~hereto~~ set hands and seals and affixed and cancelled the stamp required by law this 24th day of January in the year one thousand eight hundred and seventy two

Signed ~~and~~ sealed and delivered in presence of

F. W. Kittredge to both

Henry T. Woods (Seal)

Ellen Woods (Seal)

Commonwealth of Massachusetts. Suffolk ss. February 26th 1872. Then personally appeared the above-named Henry T. Woods and acknowledged the foregoing instrument to be his free act and deed before me —

Francis W. Kittredge Justice of the Peace.

May 15 1872, 11 h 55 m A.M. Received and entered with Suffolk Deeds, libro 1107 folio 3

Attest: Thos. F. Temple. Register.

Suff. Lib. 1058, fol. 264 Rox. Roxbury + Dunlow Sts. 110

Know all men by these presents, that I, John Egan of Boston in the County of Suffolk

in consideration of sixty seven hundred and twenty three dollars

paid by the Metropolitan Horse Railroad Company a corporation

duly established ~~under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Horse Railroad Company its successors and assigns,

a certain parcel of land with the buildings thereon situated on Dunlow Street formerly called High Street in that part of Boston formerly called Roxbury and bounded as follows, to wit; beginning on the westerly side of said Dunlow Street at the southerly boundary of a strip of land five feet wide now or late belonging to Thayer and Bates and thence running southerly on said Dunlow Street one hundred and twelve 74/100 feet to land of Story, thence running westerly on land of said Story forty nine feet to land of John Glynn, thence running northerly on land of said Glynn three feet, thence westerly on land of said Glynn eight 37/100 feet more or less thence northerly on land of George Curtis ninety two feet 10/100 thence easterly on land now or late of said Thayer and Bates thirteen 50/100 feet thence northerly on land of same thirteen 90/100 feet thence easterly on land of same fifty four feet 70/100 to the point of beginning and containing according to a plan thereof drawn by H. H. Moses dated March 27 1871 6709.50 square feet, and be the same more or less or however otherwise bounded. together with the right to draw water from the well on the premises now or late of said Thayer and Bates as stipulated in the deed from Dolan to me hereinafter referred to. For my title reference may be had to the following deeds recorded in the Norfolk Registry of Deeds, to wit, deeds of Thayer and Bates to me, and Traders Bank to me recorded Liber 156 folio 247. A. M. Withington to me Liber 203 folio 107. Joshua C. Bates to me Liber 221 folio 299 and deed of Thomas Dolan to me Liber 294 folio 224.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Corporation its successors and assigns and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and successors ~~assigns that~~ and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I Rosanna Egan wife of the said John Egan do hereby release unto the grantee & its successors & assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said John Egan & Rosanna Egan have hereunto ~~hereto~~ set our hands and seals this twenty fourth day of June in the year one thousand eight hundred and seventy one

Signed ~~and~~ sealed & delivered in presence of

John J. Clarke to J Egan & Rosanna Egan

John Egan (Seal)

Rosanna Egan her X mark (Seal)

affixed and cancelled the stamp required by law

Commonwealth of Massachusetts. Suffolk ss. June 24 1871. Then personally appeared the above-named John Egan and Rosanna Egan and acknowledged the foregoing instrument to be their free act and deed before me —

John J. Clarke Justice of the Peace.

July 8 1871, 3h 40m M. Received and entered with Suffolk Deeds, libro 1058 folio 264.

Attest: Thos. F. Temple. Register.

Suff. Lib. 1073. fol. 139

Rox. Roxbury + Dunlow St. 111

Know all men by these presents, that I John Egan of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of One dollar and other good and valuable considerations, to me ~~dollars~~ paid by the Metropolitan Railroad Company

duly established ~~under the~~ by laws ~~of the~~ in said Commonwealth ~~of Massachusetts~~, a corporation the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company and its successors and assigns

a certain parcel of land, with the buildings thereon situated on Dunlow street formerly called High street in that part of Boston formerly called Roxbury and bounded as follows, to wit; Beginning on the westerly side of said Dunlow street at the southerly boundary of a strip of land five feet wide now or late belonging to Thayer and Bates and thence running southerly on said Dunlow street one hundred and twelve and 74/100 feet to land of Stony: thence running westerly on land of said Stony forty nine feet to land of John Glynn thence running northerly on land of said Glynn three feet thence westerly on land of said Glynn eight and 37/100 feet more or less; thence northerly on land of George Curtis ninety two and 10/100 feet thence easterly on land now or late of said Thayer and Bates thirteen and 50/100 feet thence northerly on land of same thirteen and 90/100 feet, thence easterly on land of same fifty four and 70/100 feet to the point of beginning; and containing according to a plan thereof drawn by H. H. Moses dated March 27 1871 6709.50. square feet, and be the same more or less. or however otherwise bounded together with the right to draw water from the well on the premises now or late of said Thayer and Bates, as stipulated in the deed from Dolan to me hereinafter referred to. For my title reference may be had to the following deeds recorded in the Norfolk Registry of Deeds to wit: deeds of Thayer & Bates to me and Traders Bank to me recorded lib 156 folio 247 A. M. Withington to me lib 203 fol 107. Joshua C. Bates to me lib 221 fol 299 & deed of Thomas Dolan to me lib 294 fol 224.

This deed is for the purpose of confirming to the said Metropolitan Railroad Company the conveyance of said premises made to said Company by my deed dated June 24 1871 and recorded with Suffolk deeds lib 1058 fol 264 to which deed reference is hereby made wherein the said Company is by mistake entitled "The Metropolitan Horse Railroad Company" and to correct said misnomer

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes for the year 1871

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

And for the consideration aforesaid, I Rosanna Egan wife of the said John Egan do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said John Egan and Rosanna Egan have hereunto ~~hereto~~ set our hands and seals and affixed and cancelled the stamp required by law this twenty fourth day of June in the year one thousand eight hundred and seventy one

Signed ~~and~~ sealed and delivered in presence of

J. M. Keith

John Egan (Seal)

Rosanna Egan her X mark (Seal)

Commonwealth of Massachusetts. Suffolk ss. Oct 6 1871. Then personally appeared the above-named John Egan and acknowledged the foregoing instrument to be his free act and deed before me —

J. M. Keith Justice of the Peace.

October 7 1871, 12h 25m M. Received and entered with Suffolk Deeds, libro 1073 folio 139

Attest: Thos. F. Temple Register.

Roxbury - Washington and Seaver Streets.

Suffolk Reg. Lib 1898 Fol. 436. page 113

Mechanics Sav. Bk to West End Street Rwy Co.

Plan Whitman & Breck Suff Deed Lib 1559 end.

See Plan Book page 21.

1898-436

Know all men by these presents, that the Mechanics Savings Bank, a corporation established under the laws of the Commonwealth of Massachusetts located at Lowell in the County of Middlesex therein

in consideration of one dollar and other good and valuable considerations ..... ~~dollars~~

paid by the West End Street Railway Company, ... said ..... a corporation

established under the laws of ~~the~~ Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said West End Street Railway Company its successors and assigns

all that parcel of land situated in that part of Boston County of Suffolk in said Commonwealth which was formerly Roxbury thus bounded and described, viz;-

beginning at the northeast corner of Washington and Eaner Streets, thence running Southeasterly on Eaner Street two hundred and six and 6/10 feet to a passage way thirty feet wide shown on a plan by Whitman and Breck, surveyors, recorded with Suffolk deeds End. of Lib 1559, thence northeasterly by said passageway about one hundred and seventy six and 4/100 feet, thence Southeasterly again by the end of said passageway about thirty feet to the northerly corner of lot 104 on said plan, thence northeasterly on land of Henry Dahl nineteen and 3/100 feet to a corner, thence northwesterly by land formerly of William Whiting two hundred fifty eight and 2/100 feet to Washington Street, thence Southwesterly on Washington Street two hundred feet and eleven inches to the point of beginning.

together with a right of way and of drainage in common with others in said passage way thirty feet wide. Being part of the same premises conveyed to the grantor by F. W. Kittredge by deed dated Oct 17, 1887 recorded with Suffolk Deeds Lib 1798 fol 587, and also acquired by foreclosure of mortgage duly recorded with Suffolk Deeds Lib 1473 fol 93.

Taxes for the current year to be paid by the grantor Nov 1. 1889.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under~~ ~~but against none other.~~

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said Mechanics Savings Bank in Lowell has caused its corporate seal to be hereto affixed and these presents to be signed executed acknowledged and delivered in its name and behalf by its Treasurer Charles C. Hutchinson hereunto duly authorized

~~hereto set hand and seal~~ this eleventh day of September in the year one thousand eight hundred and eighty nine

Signed and sealed in presence ~~of~~ and with the assent of the undersigned being three of the Trustees of said grantor corporation Wm. G. Ward, Chas. L. Aldrich, John Davis

Mechanics Savings Bank in Lowell by C. C. Hutchinson (Corpt Seal)

Commonwealth of Massachusetts. Middlesex ss. September 18 1889. Then personally appeared the above-named Charles L. Hutchinson Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Mechanics Sav. Bank in Lowell before me —

Wm F Hills ... Justice of the Peace.

September 19 1889, 3 h 1 m P.M. Received and entered with Suffolk Deeds, libro 1898 folio 436

Attest: Thos. E. Temple — Register.

Roxbury. Washington and Sterling St.

Suffolk 1906. 369. page 115.

Henry M. Whitney to West End St Ry'y

1909-248. West End St. Ry'y Co. to Seth R. Baker. Portion marked A " 116.

Subject to Mortgage Mass. Hosp. L.I. 31000 Nov. 13, 1888. Suffolk 1849-13

Now discharged.

1906-369

Know all men by these presents, that I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts in consideration of one ($1) dollar and other valuable considerations to me paid by the West End Street Railway Company ~~dollars~~ a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said corporation a certain parcel of land with the buildings thereon standing situate on Washington Street and Sterling Street in that part of Boston in the County of Suffolk and said Commonwealth formerly Roxbury and bounded as follows,

beginning at the corner of Washington Street and Sterling Street thence running Southwesterly on said Washington Street about one hundred and fifteen (115) feet, thence turning and running Northwesterly on land now or late of Gardner and May and on land now or late of May about two hundred and ninety (290) feet, thence turning and running Northeasterly by land of the heirs of Samuel H. Newman about forty (40) feet, thence turning and running Northwesterly on land of said Heirs about forty eight (48) feet, thence turning and running Northeasterly on land now or late of Lennon about sixty five (65) feet to Sterling Street, thence turning and running Southeasterly on said Sterling Street about three hundred and twenty (320) feet to the point of beginning being the same premises conveyed to me by Henry H. Putnam administrator of the estate of Joseph H. Newman late of said Boston deceased, by deed dated July 6 1888 and recorded with Suffolk Deeds in Book 1831 page 340 said premises are hereby conveyed subject to a mortgage given by me to the Massachusetts Hospital Life Insurance Company to secure payment of Thirty one Thousand (31,000) dollars dated November 13th 1888 & recorded with said deeds in Book 1849 page 13 which mortgage with interest thereon said grantee is to assume and pay, said amount forming part of the above named consideration.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me, except the taxes for the current year, and said mortgage

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me except by reason of said taxes or said mortgage or any of them but against none other.

And for the consideration aforesaid I Margaret F. G. Whitney wife of the said Henry M. Whitney, do hereby release unto the grantee its successors & assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney hereto set our hand and seal this twenty eighth day of August in the year one thousand eight hundred and eighty-nine

Signed and sealed in presence of

Henry M. Whitney (Seal)

Margaret F. G. Whitney (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 5 1889. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

Fred E. Cobb *Justice of the Peace.*

November 4 — 1889, 1 h. 28 m P M. Received and entered with Suffolk Deeds, libro 1906 folio 369

Attest: Thos F Temple *Register.*

1909-248

Know all men by these presents, that the West End Street Railway Company a corporation duly established by law in the Commonwealth of Massachusetts in consideration of one (1) dollar and other valuable considerations to it ~~dollars~~ paid by ~~the~~ Seth R. Baker of Boston in the County of Suffolk and said Commonwealth ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, ~~do~~ hereby remises, releases, and forever quitclaims unto the said Seth R. Baker a certain parcel of land with the buildings thereon standing situate on Washington Street and Sterling Street in that part of said Boston formerly Roxbury and bounded southeast on Washington Street one hundred and fifteen and 8/10 (115 8/10) feet, northeast on Sterling Street sixty and 48/100 (60 48/100) feet; northwest on other land of said Company by a line parallel with and distant sixty (60) feet northwest from the northwesterly line of said Washington Street one hundred and sixteen and 1/100 (116 1/100) feet and southwest on land now or late of Frederick W. G. May and another by two (2) lines forty-six and 91/100 (46 91/100) feet and thirteen 75/100 (13 75/100) feet respectively containing seven thousand and sixteen (7016) square feet and being part of the land conveyed to said Company by Henry M. Whitney by deed dated August 28th. 1889 and recorded with Suffolk Deeds in Book 1906 page 369. Said premises are hereby conveyed subject to three (3) leases which cover different parts of the described premises one to Andrew J. Chase which expires May 1st 1890, one to Henry J. Weil and one to Charles Ballard both of which expire January 1st 1891.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Seth R. Baker and his heirs and assigns, to their own use and behoof forever.

And ~~said Company~~ does hereby, for itself and its successors ~~and heirs, executors, and administrators~~ **covenant** with the said grantee and his heirs and assigns that the granted premises are free from all incumbrances made or suffered by it except said leases

and that it will and its successors ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said grantee and his assigns forever against the lawful claims and demands of all persons claiming by, through, or under it except by reason of said leases or any of them but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said West End Street Railway Company has caused its corporate seal to be hereto affixed and the same to be attested by Joseph H. Goodspeed its Treasurer and these presents so sealed to be signed acknowledged and delivered in its name and behalf by Henry M. Whitney, its president ~~hereto set hand and seal~~ this 20th day of November in the year one thousand eight hundred and eighty-nine.

Signed ~~and~~ sealed and delivered in presence of

nineteen printed words first stricken out

J. H. Goodspeed

West End Street Railway Co. by Henry M. Whitney Pres't and the corporate seal

The seal affixed to this instrument has been affixed by me and is the corporate seal of the West End Street Railway Company.
Attest. Joseph H. Goodspeed, Treasurer

Commonwealth of Massachusetts. Suffolk ss. Boston, Nov. 20 1889. Then personally appeared the above-named Henry M. Whitney, President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the West End Street Railway Company before me —

See other side of this sheet.

Prentiss Cummings Justice of the Peace.

November 21 1889, 12 h 26 m. P.M. Received and entered with Suffolk Deeds, libro 1909 follo 248

Attest: Thos F Temple Register.

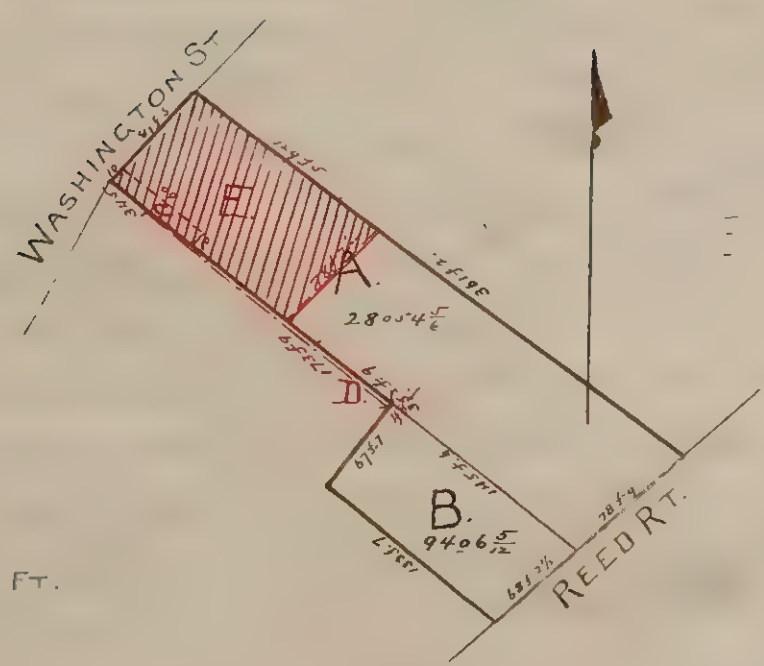
At a special meeting of the Directors of the West End Street Railway Company duly notified and held in Boston on the twentieth day of November A. D. 1889, a quorum being present the following vote was passed. Voted, That the sale to Seth R. Baker of Boston for the sum of twenty-seven thousand six hundred and sixty-four dollars of a parcel of land on the corner of Washington and Sterling Streets in that part of Boston formerly Roxbury containing seven thousand and sixteen square feet, being part of the estate formerly of Joseph H. Hunnemann and the conveyance of said parcel by a quitclaim deed of the Company are hereby approved and the Treasurer of the Company is hereby authorized to affix to such deed and attest the corporate seal and the President of the Company is hereby authorized in its name and behalf to sign, acknowledge and deliver the same on payment of said sum, such conveyance to be made subject to three existing leases.

A true copy.

Attest Prentiss Cummings
Clerk of the West End Street Railway Company.

Washington and Reed Sts.

Roxbury — Washington and Reed Sts



Suffolk 710.1 Chas. J. Hendee et ux to Metropolitan R.R. Co. A. page 119

710 2 " " " " " " " B. 120

1260. 302 City of Boston C. 121

A strip on the Westerly line on Washington St. is excepted from the warranty in 710.1 but afterwards released to the Metropolitan R.R by the City of Boston by L. 1260 f 302. C

1342. 363 Moses Colby by this deed claimed that an encroachment was made by the buildings of the M.R.R. Co. on the Southwesterly side on his adjoining land and also claimed a right of way and drainage on the same side from Washington St to the rear of his adjoining premises. D. 122

There is a mortgage on the Northwesterly portion of the premises to Adeline Hendee for $8000 dated Sept. 10 1856 Lib 710 fol 147. not discharged E. 123

~~For release of the incumbrance on this property see Suffolk Deeds. Libro 2980 page 122~~

710. 1 Washington and Reed Sts. 119

Know all men by these presents, that We Charles J. Hendee of Roxbury in the County of Norfolk, and Commonwealth of Massachusetts, Gentleman, and Adeline wife of said Hendee, in her right,

in consideration of eighteen thousand dollars

paid by the Metropolitan Railroad Company

a corporation

established ~~under the~~ by a laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation and its assigns, a certain lot or parcel of land with the privileges and appurtenances thereunto belonging situated in Boston in the County of Suffolk and Commonwealth aforesaid, and bounded northwesterly by Washington Street there measuring eighty one feet five inches, northeasterly partly by land now or formerly of Harlow there measuring sixty one feet, and partly by land of Charles Davis there measuring three hundred feet two inches; southeasterly by Reed Street so called there measuring seventy eight feet nine inches, and southwesterly partly by land conveyed by said Charles J. Hendee to said Corporation by deed of even date herewith, and partly by land formerly of Chester Guild there measuring three hundred and fifty three feet nine inches, - containing twenty eight thousand fifty four and five sixths square feet of land or however otherwise said premises may be bounded or described, - being the same set off to said Adeline Hendee by Commissioners of Partition of the Real Estate of her late father, Charles Davis Esqr. deceased whose return is recorded in Suffolk Registry of Deeds, Lib 558 fol 22 & sequentes: This conveyance is made however subject to the limitation that none of the covenants herein after expressed are in any respect to apply to so much of the granted premises as is described as follows, viz. A lot or piece of the above granted land bounded northwesterly by Washington Street there measuring ten feet; southwesterly by said land formerly of Guild there measuring sixty feet, southeasterly by other land hereby conveyed, there measuring ten feet and northeasterly by other land hereby conveyed, there measuring sixty feet

To have and to hold the above granted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said Corporation and their assigns, to their use and behoof forever.

And we the said Charles J. Hendee and Adeline Hendee hereby, for ourselves and our heirs, executors, and administrators do covenant with the ~~grantee~~ said Corporation and their assigns that said Adeline is lawfully seized in fee-simple of the aforesaid granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the said Corporation and their assigns forever subject as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the ~~grantee~~ said Corporation and their assigns forever against the lawful claims and demands of all persons subject to the limitation aforesaid

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of ... to both dower and homestead in the granted premises~~

In witness whereof We the said Charles J. Hendee and Adeline Hendee have hereunto set our hands and seals this tenth day of September in the year one thousand eight hundred and fifty six

Signed ~~and~~ and delivered sealed in presence of

Printed words "heirs and" first three times - also relating to release of dower erased -

To both Wm B. Dorr

Chas J. Hendee (Seal)

Adeline Hendee (Seal)

Commonwealth of Massachusetts. Suffolk ss. December 27. 1856. Then personally appeared the above-named Charles J. Hendee and Adeline Hendee and acknowledged the ~~foregoing~~ above instrument to be their free act and deed before me —

Wm B. Dorr Justice of the Peace.

December 27 1856, 12 h 56 m. P.M. Received and entered with Suffolk Deeds, libro. 710 folio 1

Attest: Register.

710-2

Know all men by these presents, that I, Charles J. Hendee of Roxbury in the County of Norfolk and Commonwealth of Massachusetts, Gentleman,

in consideration of two thousand dollars

paid by the Metropolitan Railroad Company

a corporation

established ~~under the~~ by a laws of ~~the~~ this Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation and its assigns a certain lot or parcel of land with the privileges and appurtenances thereunto belonging, situated principally in said Roxbury, but partly in Boston, in the County of Suffolk and bounded South easterly by Read Street so called, there measuring sixty eight feet two and an half inches, South westerly by land of Hunneman there measuring one hundred and thirty three feet seven inches; north westerly by land formerly of Chester Guild, there measuring sixty seven feet seven inches and north easterly by land conveyed by me and Adeline my wife in her right to said Corporation by deed of even date herewith, there measuring one hundred and forty five feet six inches, - containing nine thousand four hundred and six and five twelfths square feet of land, or however otherwise said premises may be bounded or described being part of the same land conveyed to me by Daniel A & Harriet Sigourney by their deed dated November 23 1847 recorded in Norfolk Registry of Deeds Lib 178 fol 3.

To have and to hold the above granted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said Corporation and their assigns, to their their use and behoof forever.

And I the said Charles J. Hendee ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said Corporation ~~grantee~~ and their assigns that I am lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Corporation and their assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the said Corporation ~~grantee~~ and their assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid I hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Charles J. Hendee and I Adeline, wife of said Hendee as well in testimony of my release of all homestead exemption rights as in token of my release of all right and title of or to dower in the granted premises have hereunto ~~hereto~~ set our hand and seals this tenth day of September in the year one thousand eight hundred and fifty six

Signed and sealed in presence of

Printed words "heirs and" first three times erased

Chas J. Hendee (Seal)

Adeline Hendee (Seal)

Commonwealth of Massachusetts. Suffolk ss. December 27 1856. Then personally appeared the above-named Charles J. Hendee and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Wm B. Dorr. Justice of the Peace.

December 27 1856. 12 h 56 m P M. Received and entered with Suffolk Deeds, libro 710 folio 2

Attest: Register.

Know all men by these Presents,

That the City of Boston, in the Commonwealth of Massachusetts in consideration of one thousand dollars to it paid by the Metropolitan Railroad Company a Corporation duly established by law of the said Commonwealth having their usual place of business in the City of Boston in said Commonwealth the receipt whereof is hereby acknowledged doth hereby remise release and forever quitclaim unto the said Metropolitan Railroad Company a certain parcel of land situated in said Boston,

bounded Northwestwardly by Washington Street ten feet; Northeastwardly by land of said Railroad Company sixty feet, Southeastwardly by the same ten feet; and Southwestwardly by land of Moses Colby the same being a part of the old "boundary line" between Boston and Roxbury sixty feet. containing six hundred square feet, more or less, being shown on a plan recorded with the "Plans of City Lands sold" Lib 2 Fol 3 in the office of the Superintendent of Public Lands.

To have and to hold the released premises to the said Metropolitan Railroad Company and its successors and assigns in fee simple forever.

In witness whereof the City of Boston hath caused its common seal to be hereto affixed and these presents to be signed by Samuel C. Cobb Mayor of the said City and countersigned by Robert W. Hall Superintendent of Public Lands of said City, both hereto duly authorized this fifteenth day of March in the year eighteen hundred and seventy five

City of Boston by Saml C. Cobb, Mayor. (Corporate Seal)

Countersigned R. W. Hall - Superintendent of Public Lands.

Signed sealed &c

Approved, James R. Carret, Assistant City Solicitor.

Commonwealth of Massachusetts.

Suffolk S.S. March 15. 1875 Then personally appeared the above named Samuel C. Cobb, Mayor of the City of Boston, and acknowledged the foregoing instrument to be the free act and deed of the said City, before me,

James L. Hillard, Justice of the Peace.

March 18th 1875 at twelve o'clock and nineteen minutes P.M. Received, Entered and Examined.

Attest. Thos. F. Temple. Reg.

Suff 1260-302

To The Metropolitan Railroad Company.

You are hereby notified that I intend to dispute and do dispute hereby your right to maintain your stable building upon, or otherwise use occupy or improve that portion of my land situated on the south-easterly side of Washington Street in Boston in the County of Suffolk and Commonwealth of Massachusetts, adjoining your land and on the south-westerly side thereof, on which your stable building now stands, to wit; a triangular strip of land bounded and described as follows;

beginning at a point in the dividing line between your land and mine, distant South-easterly from Washington Street about thirty four (34) feet six (6) inches and thence running South-easterly on your land about one hundred and seventy three (173) feet, nine (9) inches to your other land in the rear thence turning and running South-westerly on your said other land in the rear one (1) foot eight (8) inches to the remaining portion of my said land, and thence turning and running North-westerly on my said remaining land, one hundred and seventy three (173) feet nine (9) inches more or less to the point of beginning,

or to use, occupy, or improve any other part or portion of my said land And this notice is given to prevent you from acquiring by adverse possession prescription or otherwise any title to any portion of my said land or any right or interest therein And I hereby further notify you that I claim and own a right of way by prescription in, through and over the south westerly portion of your said land, from said Washington Street to the rear of my said land, and a right of draining through the same and through your land in the rear.

Moses Colby.

Boston September 6 1876. Suffolk ss. Boston September 8th 1876.

I this day served the within notice upon the Metropolitan Railroad Company within named by giving an attested copy thereof to C Boardman Esquire Treasurer of said Company.

Wm. D. Martin, Deputy Sheriff.

Copy	$1.
Service	.50
Travel	.8
	$1.58

September 8. 1876. At one o'clock ~~and forty~~ minutes P.M. Received, Entered and Examined.

Thos. F. Temple Reg.

Lib 1342. 303

Suff 710.147

Know all Men by these Presents,

That The Metropolitan Railroad Company, a Corporation established by law of the Commonwealth of Massachusetts in consideration of Eight thousand dollars paid by **Mrs. Adeline Hendee wife of Charles J. Hendee** of Boston in the County of Suffolk, and Commonwealth aforesaid, Gentleman, the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto the said **Adeline Hendee** her heirs and assigns, a certain Lot or parcel of Land with the privileges and appurtenances thereunto belonging situated in **Boston**, in the County of Suffolk and Commonwealth aforesaid and **bounded**,

North Westerly by Washington Street, eighty one feet five inches, North easterly partly by land now or formerly of Harlow and partly by land of Charles Davis, One hundred and twenty nine feet five inches: South easterly by other land of said Corporation conveyed to them by said Charles J and Adeline Hendee by deed of even date herewith Seventy eight feet seven inches and South Westerly by land formerly of Chester Guild, one hundred and twenty nine feet six inches, containing ten thousand two hundred and sixty square feet.

Being the North Westerly part of the Lot or parcel of land conveyed to said Corporation by said Charles J and Adeline Hendee, in her right, by deed of even date herewith. This conveyance is made however subject to the limitation that none of the covenants hereinafter expressed are, in any respect, to apply to so much of the granted premises as is described as follows viz.

A lot or piece of the above granted land bounded North Westerly by Washington Street ten feet South Westerly by said land formerly of Guild sixty feet; South Easterly by other land hereby conveyed ten feet and North Easterly by other land hereby conveyed sixty feet.

To Have and to Hold the above granted premises to the said **Adeline Hendee** her heirs and assigns to her and their use and behoof forever. And the said Corporation do covenant with the said Adeline Hendee her heirs and assigns that they are lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, that they have good right to sell and convey the same to the said Adeline Hendee her heirs and assigns forever, subject as aforesaid and that they will **Warrant and Defend** the same to the said Adeline Hendee, her heirs and assigns forever — against the lawful claims and demands of all persons subject to the limitation aforesaid.

Provided nevertheless, that if the said Corporation shall pay unto the said Adeline Hendee her executors, administrators **or assigns** the sum of Eight thousand dollars in instalments as follows; viz. fifteen hundred dollars in five years the same amount in six years, the same amount in seven years, the same amount in eight years, One thousand dollars in nine years, One thousand dollars in ten years all from the day of the date hereof with interest on said sum at the rate of Six per centum per annum payable semiannually and until such payment keep the buildings standing on the land aforesaid insured against fire in a sum not less than One thousand dollars for the benefit of the said mortgagee and her executors, administrators and assigns at such insurance Office in New England as she or they shall approve and also pay all taxes levied or assessed upon the said premises, then this deed, as also six certain promissory notes bearing even date with these presents signed by the said Corporation, by the Treasurer thereof whereby for value received they promise to pay to the said Adeline Hendee or her order the said sum and interest at the times aforesaid shall be absolutely void to all intents and purposes. And provided further that said Corporation may pay said sum of Eight thousand dollars at any time within said ten years after Six months written notice to the Mortgagee or her said representatives. And provided also That until default of the payment of the said sum or interest, or other default as herein provided the mortgagee shall have no right to enter and take possession of the premises.

In witness whereof, I, John P. Ober the president of said Corporation thereto duly authorized by a Vote of the Directors thereof a Copy of which is hereunto annexed have hereunto set my hand and the seal of said Corporation this tenth day of September in the year of our Lord eighteen hundred and fifty six

Signed sealed &c &c

{ Metropolitan Railroad Company
By John P. Ober Prest. and a Seal.

~ Commonwealth of Massachusetts. ~

Suffolk s.s. December 27 1856 Then personally appeared the above named John P Ober and acknowledged the above instrument to be the free act and deed of the Metropolitan Railroad Company, Before me,

Wm B. Dorr. Justice of the Peace.

Vote _____ At a legal meeting of the Directors of the Metropolitan Rail-road Company held the Twenty seventh day of December 1856 a Quorum being present a deed of Mortgage of land on Washington St. Boston from said Company to Mrs.

Adeline Hendee, dated September 10 1856 to secure payment of six promissory notes of said Company of the same date with semi annual interest thereon to said Adeline Hendee or order amounting in the whole to Eight thousand dollars in installments as expressed in said deed and notes having been submitted for approval **Voted**, That the Directors approve of said deed and notes accompanying the same and do hereby authorize Dwight B. Hooker the Treas.r of said Company to sign and deliver the said six notes on behalf of said Company — And do further hereby authorize John P. Orr the President of said Company on their behalf to sign and affix the seal of said Company to said Mortgage deed, and to acknowledge and deliver the same to said Adeline Hendee said notes and mortgage being in part payment for the tract of land conveyed to said Company by Charles T. Hendee and the said Adeline his wife in her right by deed bearing date 2nd 10th of September 1856 _____ A true copy from the Records.

Attest, David Thaxter, Clerk of the Metropolitan RailRoad Co.—

I hereby certify that the within mortgage deed is the same referred to in the Vote of which the above is a copy — David Thaxter, Clerk of the Metropolitan RailRoad Co.—

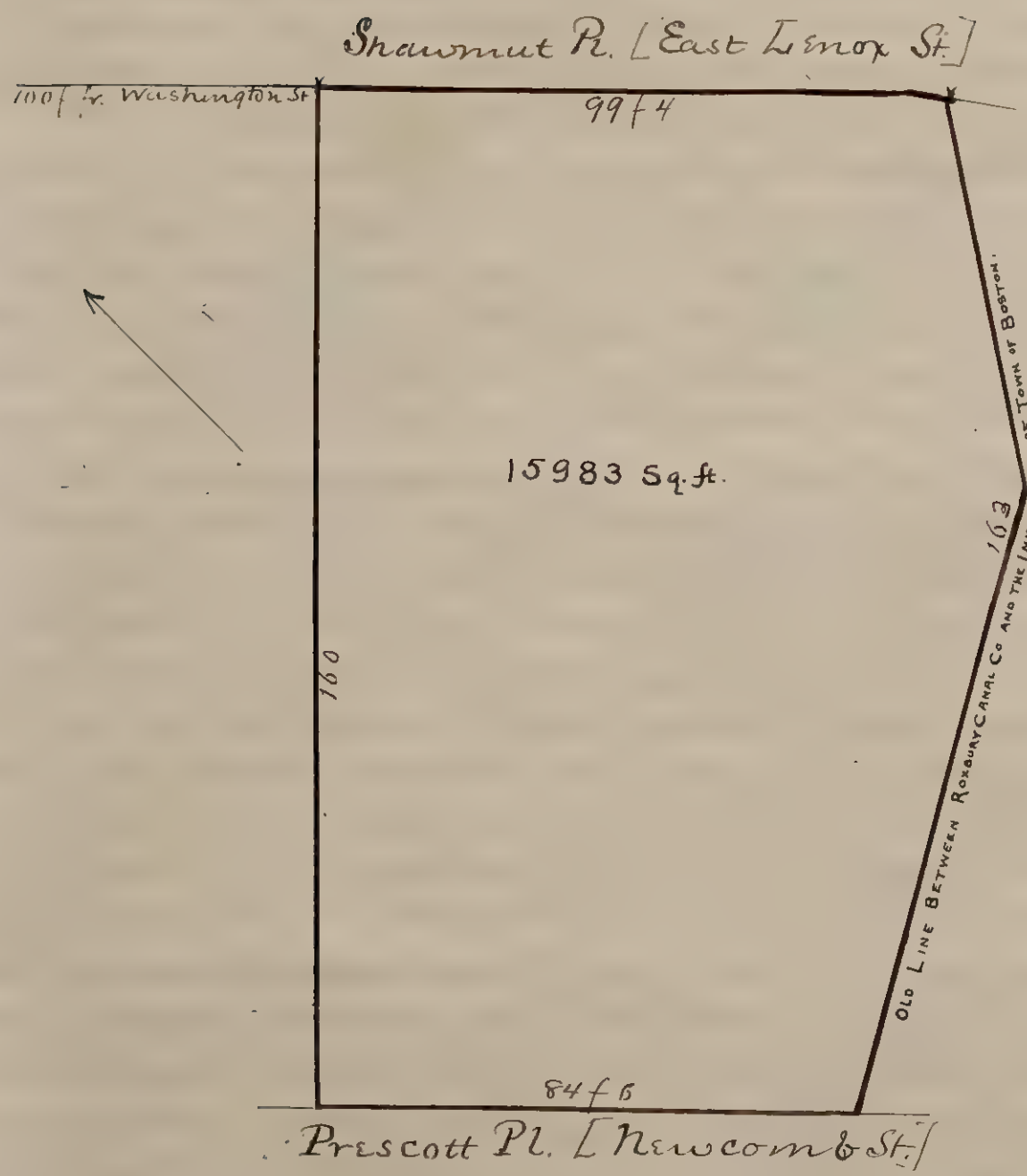
December 31 1856. at 18 minutes past 4 o'clock P M. Received, Entered and Exam.d

Henry Allen Reg

Roxbury *East Lenox and Newcomb*

Foreham

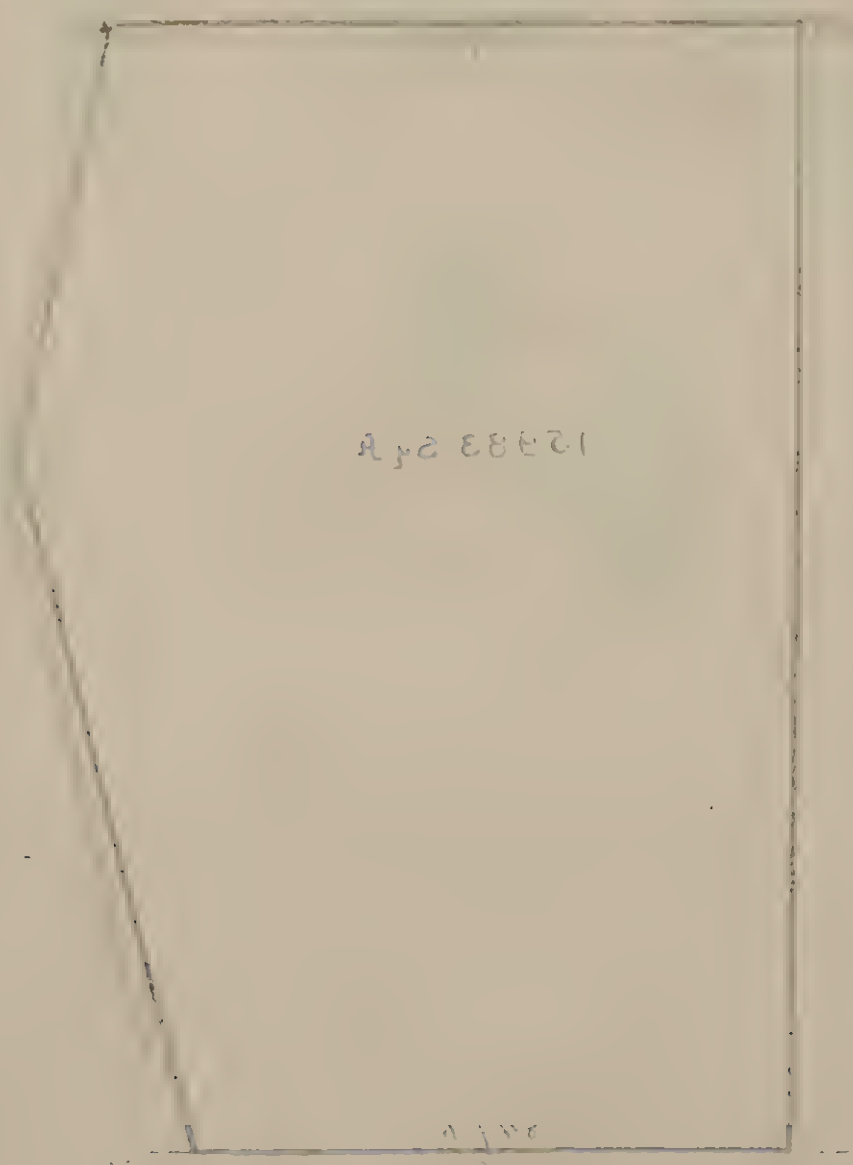
East Lenox and Newcomb Sts.



713.66. Thos. Adams et al Assers to Metrn RR. Co. page 126
The Southwesterly boundary is the old line between the Roxbury Canal Co. and town of Boston, whatever that may be. –
This deed is made subject to a "condition" as to building, probably imposed by City of Boston; and
—713.68. ~~subject to~~ Mortgage to Thos. Adams and " 127
Moses Clark for $4183.33 dated Jany 1, 1857, 713.68 which does not appear discharged.

713.69 Horace King to Metrn RR. Co. same premises " 128
713.67 Jesse C. Johnson to Metrn RR. Co – same premises. " 129

For release of above mentioned mortgage see Suffolk Deeds. Libro 2986 page 624



Know all men by these Presents,

That we Thomas Adams of Roxbury in the County of Norfolk and Commonwealth of Massachusetts, and Moses Clark of Boston in the County of Suffolk and Commonwealth aforesaid in our capacity of assignees, under deed from Francis Hilliard, Esquire, late a Commissioner of Insolvency for said County of Norfolk dated July 18 1856, recorded in the Norfolk County Registry of Deeds, Lib 247 fol 201 of the estate and property of Horace King of said Roxbury an Insolvent Debtor, in consideration of sixteen thousand dollars paid by the Metropolitan Railroad Company a corporation created by a law of said Commonwealth, the receipt whereof is hereby acknowledged do hereby grant, remise, release and forever quitclaim unto the said Corporation and their assigns the following parcel of real estate lying in Boston aforesaid,

commencing at a point on the Southerly side of Shawmut Place one hundred feet easterly from the east line of Washington Street, thence south 52° west by land now or late of Bolles, Fiske and others, one hundred and sixty feet to a stake, thence south 38° east by the northerly side of Prescott Place eighty four feet six inches, to a stake: thence following the old line between the Roxbury Canal Company and the "Inhabitants of the Town of Boston" one hundred sixty three feet to a stake in the South line of the said Shawmut Place; thence by said South line,- north 37¾° west ninety nine feet four inches to the place of beginning;- containing fifteen thousand nine hundred eighty three square feet:

it being understood that this conveyance is on the condition that no carpenters shops blacksmiths shop, or buildings for foundry purposes shall ever be erected on the premises - being the same premises which were conveyed to said Horace King by the City of Boston by deed dated August 21 1855 recorded in Suffolk County Registry of Deeds Lib 685 fol 280 - Said premises are hereby conveyed subject to a mortgage thereof made by said King to G Hobland Shaw by deed dated August 21 1855 recorded in said Suffolk Registry Lib 685 fol 283 to secure payment of ten thousand dollars with interest; on which interest is paid in full to the day of the date of these presents. which mortgage money is to be assumed and paid by said grantees, their heirs and assigns, and the said King and his estate & property and said assignees and the estate and property of said King in their hands & possession to be forever saved & kept indemnified from liability therefor;- said sum of ten thousand dollars making part of the above expressed consideration for these presents.

To Have and To Hold the above released premises to the said Corporation and their assigns to their use and behoof forever. And we the said Thomas Adams and Moses Clark for ourselves and our heirs executors and administrators do covenant with the said Corporation and their assigns that the premises are free from all incumbrances made or suffered by us and that we will and our heirs executors and administrators shall Warrant and Defend the same to the said Corporation and their assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other.

In Witness Whereof We the said Thomas Adams and Moses Clark, as assignees as aforesaid have hereunto set our hands and seals this first day of January in the year of our Lord eighteen hundred and fifty seven,

Signed sealed &c

Thomas Adams (Seal)
Moses Clark (Seal)

~Commonwealth of Massachusetts.~

Suffolk s.s. Boston, February 23d 1857. Then personally appeared the above named Thomas Adams and acknowledged the above instrument to be his free act and deed,
before me, Wm B. Dorr. Justice of the Peace.

February 28. 1857 at 1 P.M. Received Entered and Examined,

Know all men by these Presents,

That The Metropolitan Railroad Company a Corporation created by a law of the Commonwealth of Massachusetts in consideration of forty one hundred and eighty three dollars 33/100 paid by Thomas Adams of Roxbury in the County of Norfolk and Moses Clark of Boston in the County of Suffolk both in said Commonwealth the receipt of which is hereby acknowledged, do hereby give grant bargain sell and convey unto the said Thomas Adams and Moses Clark their heirs and assigns the following parcel of real estate lying in Boston aforesaid

Commencing at a point on the southerly side of Shawmut Place one hundred feet easterly from the east line of Washington Street thence running southwesterly by land now or late of Dolles Fiske & others one hundred & sixty feet, to a stake, thence running southeasterly by the northerly side of Prescott Place, eighty four feet, six inches to a stake, thence following the old line between the Roxbury & Dorchester and the Inhabitants of the town of Boston; one hundred sixty three feet to a stake in the south line of said Shawmut Place; thence by said south line northwesterly, ninety nine feet four inches to the place of beginning. containing fifteen thousand nine hundred & eighty three square feet

subject to the condition that no carpenters shops, blacksmiths shops or buildings for foundry purposes shall ever be erected on the premises, and subject also to Horace Kings mortgage to E. Howland Shaw for ten thousand dollars with interest thereon being the same premises conveyed to said Corporation by said Adams and Clark as assignees of said King, an Insolvent Debtor, by deed of even date with these presents and to be recorded herewith.

To Have and To Hold the above granted premises to the said grantees, their heirs and assigns, to their use and behoof forever And we the said grantors do covenant with the said grantees their heirs and assigns that we are lawfully seized in fee simple of the aforegranted premises, that they are free from all incumbrances made by us; that we have good right to sell and convey the same to the said grantees, their heirs and assigns forever subject as aforesaid, and that we will **Warrant and Defend** the same to the said grantees their heirs and assigns forever against the lawful claims and demands of all persons.

Provided Nevertheless, That if the said grantors shall pay unto the said grantees their executors administrators or assigns the sum of four thousand one hundred and eighty three dollars 33/100 in six months from the day of the date hereof with interest on said sum at the rate of six dollars per centum per annum, payable within said six months, and until such payment shall pay all taxes and assessments levied on the said granted premises, and shall also keep the buildings standing on said land insured against fire in a sum not less than four thousand dollars, in the name and for the benefit of the said Shaw his executors, administrators and assigns, at such Insurance office in New England as they shall approve: then this deed as also a certain promissory note bearing even date with these presents, signed by the said Corporation by their Treasurer thereunto duly authorized, whereby for value received they promise to pay to the said Adams and Clark, or order the said sum and interest at the time aforesaid, shall both be absolutely void to all intents and purposes But if default shall be made in the payment of the money above mentioned, or the interest that may grow due thereon, or of any part thereof, then it shall be lawful for the said grantees, their executors, administrators and assigns to sell and dispose of said real estate hereby conveyed at public auction such sale to be upon the premises hereby granted first giving notice of the time and place of sale by publishing the same three weeks successively in some newspaper printed in the County of Suffolk aforesaid, and in his or their own names or as the attorney of the said grantors for that purpose hereby duly authorized to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance of the same in fee simple, and out of the money arising from such sale, to retain the principal sum whether then or thereafter payable, and also the interest which shall then remain due thereon, together with all costs, charges and expenses, attending said sale; paying the surplus if any to the said grantors or their assigns, or to the Court by which such sale shall have been ordered; and such sale so to be made shall forever be a perpetual bar both in law and equity, against the said grantors, and their assigns and all other persons claiming or to claim the premises or any part thereof by, from, or under him, them, or any of them: And provided also, That until default of the payment of the said sum or interest, or other default as herein provided, the Grantees shall have no right to enter and take possession of the premises.

In Witness Whereof, I, John P. Ober, the President of said Corporation, being thereunto duly authorized by vote of the President and Directors thereof have hereunto set my hand and the seal of said Corporation the first day of January in the year of our Lord eighteen hundred and fifty seven.

Signed sealed &c &c

{John P. Ober President and a seal.

Commonwealth of Massachusetts

Suffolk ss. February 28 1857 Then personally appeared the above named John P. Ober and acknowledged the above instrument to be the free act and deed of the Metropolitan Railroad Company. Before me,

Wm B. Dorr, Justice of the Peace.

At a meeting of the Directors of the Metropolitan Railroad Company, a Corporation created by a law of the Commonwealth of Massachusetts, held the twenty sixth day of February 1857, pursuant to legal notice, a quorum being present it was **Voted**, That Dwight S. Cooper the Treasurer of said Company, be and he is hereby authorised and directed to sign and deliver in the name and on behalf of said Company, a certain promissory note for four thousand nine hundred and eighty three dollars $\frac{33}{100}$ dated January 1 1857, payable with interest, in six months from said last mentioned date to Thomas Adams and Moses Clark, or order — and That John P. Ober the President of said Company be and hereby is authorised and directed to execute under the corporate seal of said Company and to acknowledge and deliver in their name and behalf a certain deed of mortgage dated January 1 1857 to said Adams & Clark of land conveyed by them as assignees of Horace King, and Insolvent Debtor, to said Company by deed of that date which land is situated in the City of Boston to secure payment of said note to be signed and delivered by the Treasurer as aforesaid, which mortgage deed has been exhibited this day, to said meeting.

A true copy of the record and the foregoing mortgage deed is the same exhibited at said meeting. Attest David Thaxter Clerk of the M. R. R. Co.

February 28 1857 at 1 P. M. Recd Entered and Examined.

Attest Henry Allen Reg.

713. 67 (1) The following is subjoined to 713-66

Know all men by these presents, that I, Horace King of Roxbury in the County of Norfolk and Commonwealth of Massachusetts, Trader,

in consideration of one dollar ~~dollars~~

paid by the Metropolitan Railroad Company ..... a corporation

~~established under the laws of the~~ created by law of said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant, demise ~~remise~~, release and forever quitclaim unto the said Corporation a certain lot or parcel of land with the buildings thereon and the privileges and appurtenances thereunto belonging situated in the City of Boston in the County of Suffolk and Commonwealth aforesaid as particularly described in the foregoing deed from Thomas Adams and Moses Clark to said Corporation, bearing even date with these presents to which reference is to be had for a particular description of the premises which are the same conveyed to me by said City of Boston by deed dated August 21st 1855 and recorded in Suffolk Registry of Deeds Lib 685 fol 280; and are subject to the condition and the mortgage specified in said deed of said Adams and Clark, assignees.

To have and to hold the above ~~released~~ granted and released premises, ~~with all the privileges and appurtenances thereto belonging~~, to them the said Corporation ..... and their assigns, to their use and behoof forever, subject as aforesaid

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In ~~witness~~ Testimony whereof I the said Horace King and I, Catherine A wife of said King in evidence of my release of all right of dower and of all other rights in the above granted and released premises have hereunto ~~hereto~~ set our hands and seals ~~this~~ the first day of January in the year one thousand eight hundred and fifty seven

Signed and sealed in presence of &c

Horace King (Seal)

Catherine A. King (Seal)

Commonwealth of Massachusetts. Norfolk ss. February 25th 1857. Then personally appeared ~~the above named~~ Horace King and acknowledged the ~~foregoing~~ above instrument to be his free act and deed

before me —

Saml Walker, Justice of the Peace.

February 28 1857 ~~106~~ h m M. Received and entered with Suffolk Deeds, libro 713 folio 67

Attest: ..... Register.

713.67 (2)

Know all men by these presents, that I, Jesse C. Johnson of Boston in the County of Suffolk and Commonwealth of Massachusetts, Merchant,

in consideration of four hundred and forty six dollars

paid by the Metropolitan Railroad Company a corporation

established ~~under the~~ by laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said Corporation, a certain lot or parcel of land with the buildings thereon, and the privileges and appurtenances thereto belonging situated in said Boston and bounded & described as follows, viz:

Commencing at a point on the Southerly side of Shawmut Place one hundred feet easterly from the easterly line of Washington Street, thence South westerly on land now or late of Bolles, Fiske and others, one hundred and sixty feet to a stake; thence southeasterly by the north side of Prescott Place eighty four feet six inches to a stake thence on the old line between the Roxbury Canal Company and the Inhabitants of the town of Boston, one hundred and sixty three feet, to a stake in the south line of Shawmut Place; thence by said South line northwesterly ninety nine feet four inches to the point of beginning - containing fifteen thousand nine hundred and eighty three square feet or however otherwise bounded, measured or described; - meaning the same premises conveyed to me by Benjamin F. Bayley, Deputy Sheriff, by his deed dated August 4th 1856 recorded in Suffolk Registry of Deeds Lib 703 fol 102, and they are understood to be subject to the condition expressed in a deed from the City of Boston to Horace King dated August 21 1855 recorded in said Registry Lib 685 fol 280, and to a mortgage from said King to G. Howland Shaw.

To have and to hold the above released premises, ~~with all the privileges and appurtenances thereto belonging,~~ to the said Corporation and their assigns, to their use and behoof forever.

And I the said Jesse C. Johnson ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said Corporation and their assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said Corporation and their assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Jesse C. Johnson and I Ellen C. the wife of said Johnson in testimony of my release of all right of dower and of all homestead or other rights in the aforegranted and released premises have hereunto ~~hereto~~ set our hands and seals this twenty [illegible] day of February in the year one thousand eight hundred and fifty seven

Signed and sealed in presence of de

Jesse C. Johnson (Seal)

Ellen C. Johnson (Seal)

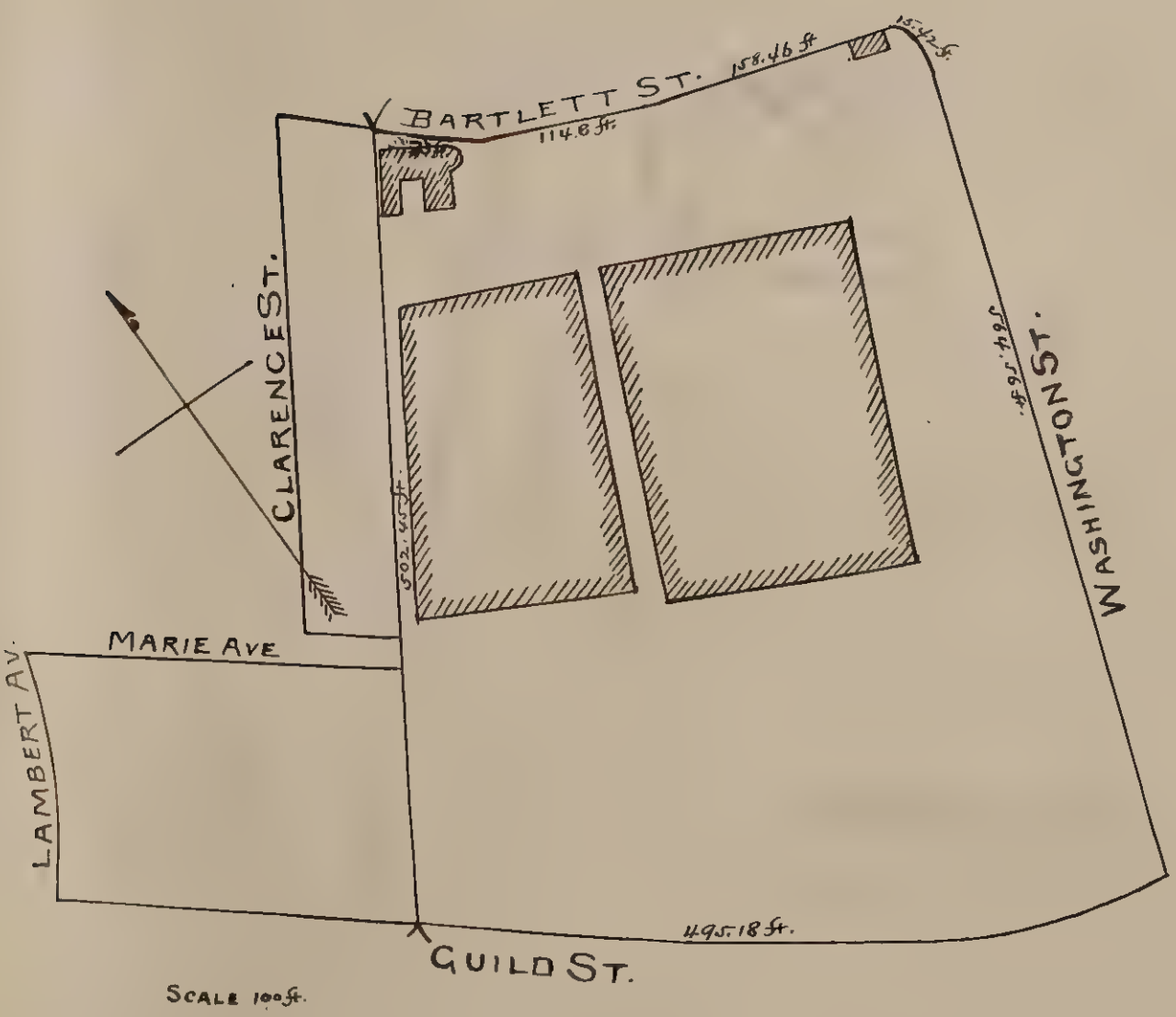
Commonwealth of Massachusetts, Suffolk ss. 24 Feby 1857 ~~188~~. Then personally appeared the above-named Jesse C. Johnson and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Geo. W. Searle Justice of the Peace.

February 28 1857 ~~188~~, 1 h. m PM. Received and entered with Suffolk Deeds, libro 713 folio 67

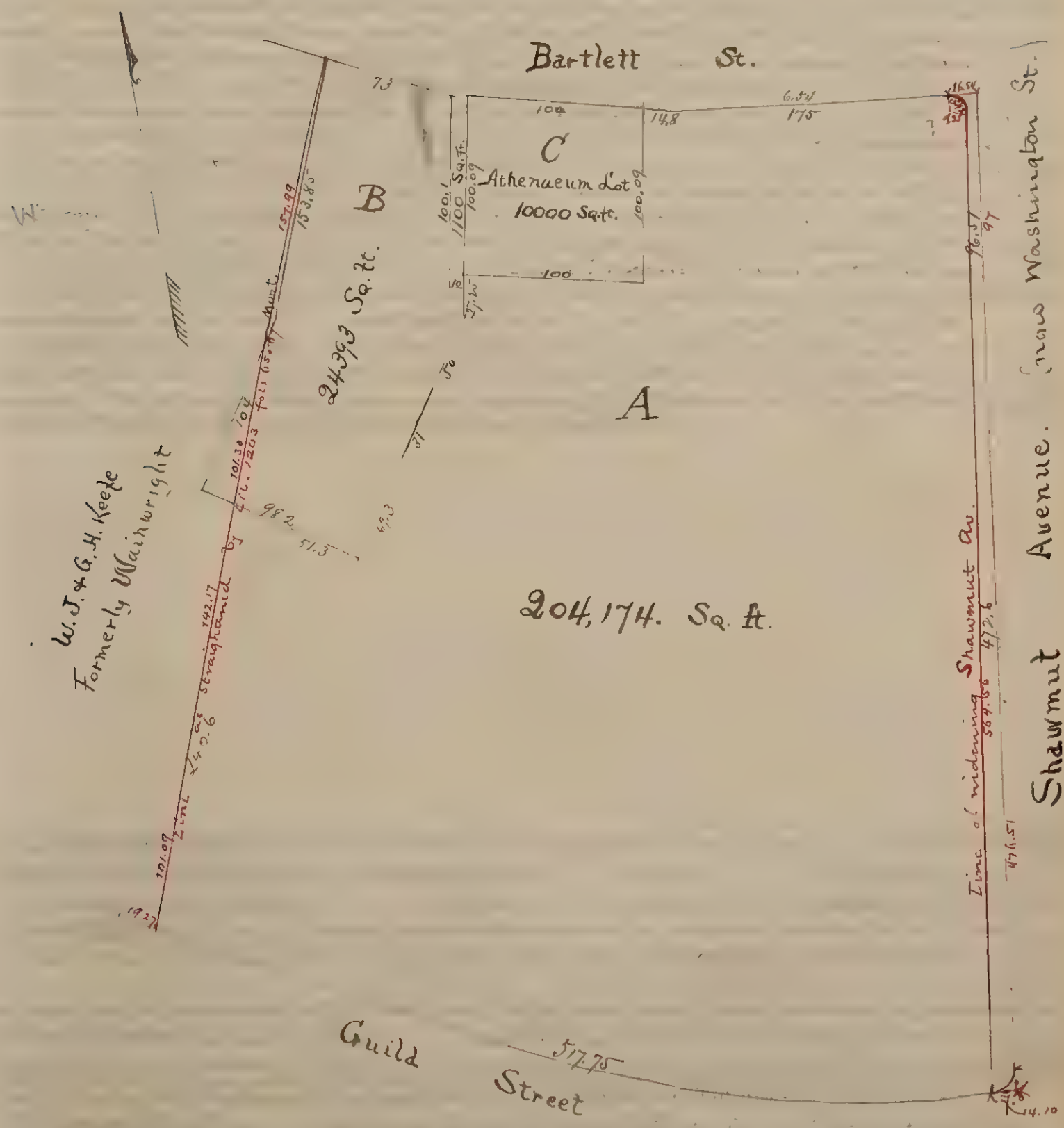
Attest: Register.

Roxbury Washington, Guild and Bartlett Sts.



ROXBURY.

Washington St., Guild and Bartlett Sts.



Boston, July 15, 1872.
Wm. A. Garbett, Surv.

1124 – 250

1124. 250 - James Guild et al to Metropolitan R.R. Co. Plan - W. A. Garbett [A] Plan Book page 23 page 132

1124. 250 - " " " " " " " 133 " " " [B]

1141. 241 - Trustees of Fellows Athenaeum to Met. R.R. Co. Plan - W. A. Garbett [C] page 134

— 1203. 65 & 67 - Northeasterly line, straightened. Plan H. H. Moses. Plan Book page 24 page 135 + 136

— 2,36. 47 - Met. R.R. Co. to City of Boston ~~boundary~~ widening of Shawmut Avenue Plan City Surv'r. May 3, 1873. Plan Book page 22 page 137

Mort. Met. R.R. Co. to James Guild et al 1124. 252 - 138

Extended for $190000 5 years from July 1, 1886 4 p.c. by 1734 235. [A] page 139

Mort. Met. R.R. Co. to James Guild et al 1124. 254. " 140

Extended for $27442.13 for 5 years from Nov. 17, 1884, 4½ p.c. by 1664 [B] 141

1124.251

Know all men by these presents, that we James Guild, Louisa Guild, Henry Guild, Frederic Guild, Francis Guild, Francis Bush Jr and Mary L. E. Bush his wife in her right, Franklin D. Child George F. Child and Samuel G Child, all of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of three hundred and six thousand two hundred and sixty one dollars paid by the Metropolitan Railroad Company a corporation duly established by the laws of said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company and its successors and assigns forever a certain piece or parcel of land in that part of the said Boston in said County of Suffolk which was formerly the City of Roxbury containing 204174 square feet bounded, measured and described as follows, to wit;

northerly by Bartlett Street there measuring from land of the Trustees of the Fellows Athenaeum to Shawmut Avenue one hundred and eighty nine feet and eight tenths of a foot; easterly by Shawmut Avenue five hundred and sixty nine feet and eleven one hundredths of a foot, southeasterly by the junction of Shawmut Avenue and Guild Street on a curved line seven feet and eight tenths of a foot: southerly and southwesterly by Guild Street by a curved line five hundred and seventeen feet and seventy five one hundredths of a foot. northwesterly by land now or lately of W. J and G. H. Keefe two hundred and forty feet and six tenths of a foot, northeasterly by land conveyed to the said Corporation by James, Henry and Frederic Guild by deed of even date herewith fifty one feet and three tenths of a foot: northwesterly again by the last mentioned land by an irregular line one hundred and seventy seven feet and fifty five one hundredths of a foot: northeasterly again by land of the Trustees of the Fellows Athenaeum one hundred feet: and northwesterly again by the last mentioned land one hundred feet and nine one hundredths of a foot.

Together with all the rights, easements, privileges and appurtenances to said granted premises belonging or used or connected therewith - Reference is hereby made to a plan of said premises made by William A. Gaskett Surveyor dated Boston July 15 1872 to be recorded herewith -

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes for the current year which we the said grantors are to pay

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid we Caroline S. Guild wife of said James and Sarah Guild wife of said Frederic (the said Louisa, Henry, Frances, Franklin D., George F. and Samuel G. being unmarried) do hereby release unto the said grantee its successors and assigns all right of or to both **Dower** and **homestead** in the granted premises.

In witness whereof we the said James Guild, Caroline S. Guild, Louisa Guild, Henry Guild, Frederic Guild, Sarah Guild, Frances Guild, Francis Bush Jr. Mary L. E. Bush, Franklin D. Child George F. Child, and Samuel G. Child have hereunto set our hands and seals this and affixed and cancelled the stamp required by law this seventh day of September in the year one thousand eight hundred and seventy two.

Signed and sealed in presence of and delivered in presence of

Caroline W. Curtis to J. G. and C. S. G.
W. R. Williams to H. G.
Elizabeth W. Guild to F. G. and S. G.
Christina Grant to F. B. Jr. and M. L. E. B.
Belle W. Lamb to L. G. and F. G.
F. L. Bullard to F. D. C. and G. F. C.
Elizabeth W. Guild to S. G. C.

James Guild
Caroline S. Guild
Louisa Guild
Henry Guild
Frederic Guild
Sarah Guild
Frances Guild
Francis Bush Jr
Mary E. L. Bush
each a Seal

Franklin D. Child
George F. Child
Sam G. Child

Commonwealth of Massachusetts. Suffolk ss. Sept 10 1872 . Then personally appeared the above-named James Guild and acknowledged the foregoing instrument to be his free act and deed before me —

D. S. Gilchrist. Justice of the Peace.

September 11 1872 , 12h 35m. M. Received and entered with Suffolk Deeds, libro 1124 folio 251

Attest: Thos. F. Temple Reg Register.

1124-250

Know all men by these presents, that we James Guild, Henry Guild and Frederic Guild all of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of thirty six thousand five hundred and eighty nine dollars and fifty cents ~~dollars~~ paid to us by the Metropolitan Railroad Company

..... a corporation

established ~~under~~ by the laws of the said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation and its successors and assigns a certain parcel of land in that part of the said Boston which was formerly the City of Roxbury containing 25.493 square feet,

bounded northeasterly by Bartlett Street there measuring about eighty three feet, easterly by land now or lately of the Trustees of the Fellowes Athenæum one hundred feet and nine ~~and~~ one hundredths of a foot, southeasterly by land this day conveyed to the said Corporation by James Guild and others by an irregular line one hundred and seventy seven feet and fifty five one hundredths of a foot southwesterly by the last mentioned land and by land of W. J. and G. H. Steffe ninety eight feet and two tenths of a foot and northwesterly by the last mentioned land by an irregular line two hundred and fifty seven feet and eighty five hundredths of a foot.

Together with all rights privileges easements and appurtenances to the same belonging. Said granted premises are subject to the right of passage and of way on and over a strip of said land ten feet in width adjoining said land of the Trustees of the Fellowes Athenaeum which the said Trustees have acquired by the deed to them given by James Guild and others dated March 15 1872 recorded with Suffolk Deeds in Lib 1105 fol 170 to which deed and the plan recorded therewith reference is hereby made. Reference is hereby made to a plan of said premises made by William A. Garbett, Surveyor, dated Boston July 15 1872, to be recorded herewith.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and ..... assigns, to ..... their use and behoof forever.

And we the said grantors ~~hereby~~, for ourselves ..... and our heirs, executors, and administrators do **covenant** with the grantee and its successors assigns that we are ..... lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except the aforesaid right of way, and except the taxes for the current year which we the said grantors are to pay that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof we the said James Guild, Henry Guild and Frederic Guild, together with Carolne S. wife of said James and Sarah Guild wife of said Frederic (the said Henry having no wife) join herein in token of their release of all right and title of or to both dower and homestead in the granted premises hereto set our hands and seals this seventh day of September in the year one thousand eight hundred and seventy two

Signed ~~and~~ and delivered sealed in presence of us

W. R. Williams to H. G.
Caroline W. Curtis to J. G. and C. S. G.
Elizabeth W. Guild to F. G. and S. G.

James Guild (Seal)
Caroline S. Guild (Seal)
Henry Guild (Seal)
Frederic Guild (Seal)
Sarah Guild (Seal)

Commonwealth of Massachusetts, Suffolk ss. Sept 10 1872 ~~188~~. Then personally appeared the above-named James Guild and acknowledged the foregoing instrument to be his free act and deed before me —

D. S. Gilchrist, *Justice of the Peace.*

September 11 1872, 12h 35m P.M. Received and entered with Suffolk ..... Deeds, libro 1124 folio 250

Attest: Thos. F. Temple, *Register.*

Know all Men by these Presents,

That the Trustees of the Fellows Athenaeum in Roxbury a Corporation established by the laws of the Commonwealth of Massachusetts in consideration of Fifteen Thousand dollars to the said Corporation paid by the Metropolitan Railroad Company, a Corporation also established by the laws of the said Commonwealth the receipt whereof is hereby acknowledged doth hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns,

a certain parcel of land in that part of Boston in the County of Suffolk and Commonwealth aforesaid which was formerly the City of Roxbury, bounded northeasterly by Bartlett Street there measuring one hundred feet. southeasterly by land of the said Metropolitan Railroad Company one hundred feet and nine one hundredths of a foot, southwesterly by land of the said Company one hundred feet and northwesterly by land of the said Company one hundred feet and nine one hundredths of a foot. Containing 10000 square feet together with all rights privileges, easements and appurtenances to the same belonging.

The above described parcel of land is the same of which thirty nine undivided forty fifth parts were conveyed to the said Grantor by James Guild and others by their deed dated March 15 1872 and recorded with Suffolk Deeds Lib 1105 fol 170 and six undivided forty fifth parts by Frederic Guild by his deed dated May 4 1872 and recorded Lib 1105 fol 170 together with all the Grantors right title and interest in the strip of land ten feet wide called passageway in said deeds.

To have and to hold the aforegranted premises to the said Metropolitan Railroad Company and its successors and assigns to their use and behoof forever. And the said Grantor doth hereby covenant with the said Grantee and its successors and assigns that the said Grantor is lawfully seized in fee simple of the aforegranted premises that they are free from all incumbrances, that the said Grantor hath good right to sell and convey the same to the said Grantee as aforesaid; and that the said Grantors will warrant and defend the same to the said Grantee and its successors and assigns forever against the lawful claims and demands of all persons.

In witness whereof the Trustees of the Fellows Athenaeum hath caused these presents to be signed in its name and upon its behalf by Supply C. Thwing its Treasurer, thereunto duly authorized, and its seal to be hereunto affixed this eighteenth day of December in the year one thousand eight hundred and seventy two.

The Trustees of the Fellows Athenaeum in Roxbury
Signed sealed & delivered &c by their Treasurer S. C. Thwing (Seal)

Commonwealth of Massachusetts.

Suffolk s.s December 18th 1872. Then personally appeared Supply C. Thwing Treasurer of the Trustees of the Fellows Athenaeum in Roxbury and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Fellows Athenaeum in Roxbury, before me, E. B. Townsend. Justice of the Peace.

At a special meeting of the Corporation called the Trustees of the Fellows Athenaeum in Roxbury, duly notified and held at Boston on the twelfth day of December A. D 1872 and a quorum being present it was voted that the corporation bargain, sell and convey to the Metropolitan Railroad Company in fee simple for the sum of Fifteen Thousand dollars their lot or parcel of land and premises situated on Bartlett street in that part of said Boston lately called Roxbury, being the same purchased by said Corporation of the heirs of Samuel Guild together with all the rights, easements privileges and appurtenances thereto belonging and the above draft of a deed for conveyance of said lot or parcel of land and premises having been laid before the corporation and read and considered it was thereupon voted. That the Treasurer, Supply C. Thwing be and he hereby is authorized and fully empowered for and in behalf of said Corporation to sign the same and to affix the seal of the Corporation thereto, and to execute, acknowledge and deliver the same as the free act & deed of said Corporation to the Metropolitan Railroad Company the Grantee therein named on payment of said sum of Fifteen thousand dollars mentioned as the consideration therein, with interest at the rate of seven per cent per annum from the 1st Oct 1872.

John Felt Osgood, Secretary and Clerk of the Trustees of the Fellows Athenaeum in Roxbury

January 14 1873. Recorded. 1141.241

1203.65

Know all men by these presents, that the Metropolitan Railroad Company a Corporation duly established by the laws of the Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable considerations ..... ~~dollars~~ paid by ~~the~~ William J. Keefe and George H. Keefe both of Boston in the County of Suffolk and Commonwealth of Massachusetts .. .. ~~a corporation~~ ~~established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said William J Keefe and George H. Keefe and their heirs and assigns forever two triangular pieces or parcels of land situated in that part of Boston lately called Roxbury and lying between Bartlett street and Guild street and being lots marked C and D. on a plan made by H. H. Moses surveyor dated Boston Oct 1 1873 and colored blue on said plan which is to be recorded herewith, and to which reference is hereby made - Said lot C. is bounded and described as follows, viz

Beginning at a point in the northwesterly corner thereof on other land of said Keefes thence running northeasterly on other land of said Keefes ninety nine feet and 77/100 of a foot to other land conveyed by said Keefes to said Company being lot A on said plan thence turning and running southwesterly on other land of said Railroad Company one hundred and one feet and 30/100 of a foot to other land conveyed by said Keefes to said Company, being Lot B on said plan thence turning and running northwesterly on other land of said Keefes nineteen feet and 87/100 of a foot to the point of beginning and containing 991 square feet of land according to said plan- ..... Said lot D is bounded and described as follows,

Beginning at a point in the westerly corner thereof on said Guild Street and other land of said Keefes thence running southeasterly on said Guild street nineteen feet and 27/100 of a foot thence turning and running northeasterly on other land of said Railroad Company one hundred and one feet and 9/100 of a foot to land this day conveyed by said Keefes to said Railroad Company being lot B on said plan; thence turning and running southwesterly on other land of said Wm J. and G. H Keefe one hundred feet and 59/100 of a foot to the point of beginning on said Guild Street, and containing 967 square feet of land according to said plan - For evidence of title see Suffolk Deeds Lib 1124 folios 249-250-251.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said William J. Keefe and George H Keefe and their heirs and assigns, to their own use and behoof forever.

And ~~he~~ the corporation does hereby, for itself and its successors and assigns ~~heirs, executors, and administrators~~ **covenant** with the said grantees and their heirs and assigns that the granted ... premises are free from all incumbrances made or suffered by it . . . . . .

and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under it . but against none other.

And for the consideration aforesaid do hereby release unto the grantee ..... all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and upon its behalf by John W Draper its president hereto duly authorized and to be countersigned by Charles Boardman its Treas. ~~hereto set~~ ~~hand and seal~~ this first day of January in the year one thousand eight hundred and seventy four

Signed and sealed in presence of

Metropolitan Railroad Company
by John W. Draper, President
Charles Boardman Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. February 20 1874. Then personally appeared the above-named John W. Draper and Charles Boardman and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan ~~before me~~ Railroad Company, before me,

Hamlin R. Harding Justice of the Peace.

~~100~~ , ~~b~~ ~~m~~ ~~M~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest~~: ~~Register~~.

At a meeting of the Board of Directors of the Metropolitan Railroad Company duly called and held at Boston on February 17 1874 and a quorum being present, it was voted that the Corporation release and quit-claim sell and convey unto William J. Keefe and George H. Keefe in fee simple and by a deed to bear date January first A. D. 1874 two triangular lots or parcels of land, situated in that part of Boston lately called Roxbury lying between Bartlett Street and Guild Street and being lots C and D and colored blue on a plan made by H. H. Moses surveyor dated Boston Oct 1 1873 and to be recorded with Suffolk Deeds in exchange for two other triangular lots or parcels of land being lots marked A and B and colored red on said plan, and the above draft of a deed of said Lot C and D having been laid before the meeting and read and considered it was thereupon voted that the president John W. Draper be and he hereby is authorized and fully empowered for and in behalf of said Corporation to sign the same and to affix the seal of the corporation thereto and to execute acknowledge and deliver the same as the free act and deed of the said Corporation to the said William J. Keefe and George H. Keefe the grantees therein named and that the Treasurer Charles Boardman be and he hereby is authorized and empowered to countersign the said deed. A true copy of the record. Attest, H. R. Harding Secretary

March 24 1874 at twelve o'clock and thirty nine minutes P.M. Received, Entered and Examined. Attest, Thos. F. Temple. Reg.

1203.67

Know all men by these presents, that we William J. Keefe and George H. Keefe both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of one dollar and of other good and valuable considerations to us ~~dollars~~ paid by the Metropolitan Railroad Company a corporation duly established ~~under~~ by the laws of the said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Metropolitan Railroad Company and its successors and assigns forever two triangular pieces or parcels of land situated in that part of said Boston lately called Roxbury and being between Bartlett Street and Guild Street and being the lots marked A and B and colored red on a plan made by H. H. Mass surveyor dated Boston Oct 1 1873 to be recorded herewith to which plan reference is hereby made.

Said lot A is bounded and described as follows;— Beginning at a point on the northeasterly angle thereof on said Bartlett Street and on the line of division between land of said grantors and said grantee, thence running South westerly on other land of said Metropolitan Railroad Co, one hundred and fifty three feet and 85/100 feet to a point: thence running still southwesterly but more westerly four feet and 23/100 of a foot on said other land of said Company to land this day conveyed by said Company to said Keefes being lot C on said plan thence turning and running northeasterly on other land of said W. J. and G. H. Keefe one hundred and fifty seven feet and 27/100 of a foot to the point of beginning on Bartlett street and containing sixty six square feet according to said plan.

Said lot B is bounded and described as follows, Beginning at a point in the easterly corner thereof on other land of said Corporation thence running southwesterly on other land of said Corporation one hundred and forty feet and 1/100 of a foot to a point, and to land this day conveyed by said Company to said Keefes being lot D on said plan thence turning and running northeasterly on other land of said Keefes one hundred and forty two feet and 17/100 of a foot to land this day conveyed by said Company to said Keefes, being lot "C" on said plan, thence turning and running southeasterly on other land of said Company twenty seven feet and 3/100 of a foot to the point of beginning containing 1892 square feet according to said plan.

For evidence of title see Suffolk Deeds Lib 1099 fol 26 & 27.

To have and to hold the ~~above-bounded~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us or either of us but against none other.

And for the consideration aforesaid Mary E Keefe wife of said George H. and Mary A. F. Keefe wife of said William J do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said William J. Keefe, George H. Keefe, Mary A. F Keefe and Mary E. Keefe have hereunto ~~hereto~~ set our hands and seals this first day of January in the year one thousand eight hundred and seventy four

Signed and sealed in presence of &c

William J. Keefe (Seal)
George H. Keefe (Seal)
Mary A. F. Keefe (Seal)
Mary E. Keefe. (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston February 19 1874. Then personally appeared the above-named William J. Keefe and acknowledged the foregoing instrument to be his free act and deed before me —

Arnold A. Rand Justice of the Peace.

March 24 1874 ~~108~~, 12h 39m PM. Received and entered with Suffolk Deeds, libro 1203 folio 67.

Attest: Register.

1236.47

Know all men by these presents, that the Metropolitan Railroad Company a Corporation duly established by law, in Boston,
in consideration of Fourteen thousand three hundred and seventy dollars
paid by the City of Boston

~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever a certain parcel of land in said Boston, bounded as follows.

Westwardly by the line of widening of Shawmut Avenue on a curve of nine and 53/100 feet radius; there measuring fifteen and 42/100 feet; North westwardly by the line of widening of Shawmut Avenue five hundred and sixty four and 56/100 feet South Westwardly by Gould Street fourteen and 10/100 feet. South Eastwardly by the former line of Shawmut Avenue four hundred seventy six and 51/100 and ninety seven feet, and North East-wardly by Bartlett Street, sixteen and 54/100 feet. Containing seventy one hundred and eighty five square feet more or less.

Being shown on a Plan made by Thomas W. Davis City Surveyor dated May 5th A.D. 1873 and deposited in the office of the said City Surveyor. The above granted premises were taken by a Resolve and Order of the Board of Street Commissioners of the said City of Boston to widen Shawmut Avenue passed April 20th A.D. 1874 reference to which is hereby had, and are to be used for the purposes of a public street, of said City of Boston and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of said taking. And the ... corporation doth for itself and its successors and assigns covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever, for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof.

To have and to hold the aforegranted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said City of Boston its successors and assigns, ~~to~~ in fee simple ~~their use and behoof~~ forever.

And the said Corporation ~~hereby~~, for itself and its successors and assigns ~~heirs, executors, and administrators~~ do **covenant** with the said City of Boston ~~grantee~~ and its assigns that it is lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, except said taking

that it has ~~have~~ good right to sell and convey the same to the said City of Boston and its assigns as aforesaid; and that it will and its successors and assigns ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said City of Boston ~~grantee~~ and its assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid

do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said Corporation has caused its common seal to be affixed hereto, and these presents to be signed by John W. Draper its President and countersigned by Charles Boardman its Treasurer, thereto duly authorized ~~hereto set~~ ~~hand and seal~~ this twenty eighth day of September in the year of our Lord one thousand eight hundred and seventy four.

Signed and sealed in presence of &c

Metropolitan Railroad Company
by John W. Draper, President.
Charles Boardman, Treasurer.
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. September 30th 1874. Then personally appeared the above-named John W. Draper Pres^t and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan ~~before me~~ Railroad Company, before me,

Approved, C. F. Kittredge, Ass't City Solicitor. Harvey Jewell, Justice of the Peace.

~~100~~ ~~h~~ ~~m~~ ~~M.~~ ~~Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest:~~ ~~Register.~~

At a meeting of the Board of Directors of the Metropolitan Railroad Company held September 28th 1874 the following vote was passed

Voted that the President and Treasurer be authorized to execute on behalf of the Corporation a deed to the City of Boston, of a parcel of land containing 7185 square feet on Washington Street formerly Shawmut Avenue and extending from Bartlett Street to Guild Street for the sum of $14.370 said parcel of land having been taken by the City for the purpose of widening said Washington Street

A true copy from the records, Attest, H. P. Harding Secretary.

October 1st 1874 at two o'clock and twenty eight minutes P.M. Received, Entered and Examined,

Attest Thos. F. Temple. Reg.

1124 252

Know all Men by these Presents,

That the **Metropolitan Railroad Company** a corporation established by the laws of the Commonwealth of Massachusetts in consideration of two hundred and twenty nine thousand six hundred and ninety five dollars and seventy five cents to the said Corporation paid by **James Guild, Henry Guild and Frederic Guild** all of Boston in the County of Suffolk and Commonwealth aforesaid, the receipt whereof is hereby acknowledged doth hereby give grant, bargain sell and convey unto the said James, Henry, and Frederic Guild and their heirs and assigns, a certain parcel of land in that part of the said Boston which was lately the City of **Roxbury** containing two hundred and four thousand one hundred and seventy four (204174) square feet **bounded**

northerly by Bartlett Street there measuring from land now or lately of the Trustees of the Fellowes Athenaeum to Shawmut Avenue one hundred and eighty nine feet and eight tenths of a foot easterly by Shawmut Avenue five hundred and sixty nine feet and eleven one hundredths of a foot southeasterly by the junction of Shawmut Avenue and Guild Street by a curved line seven feet and eight tenths of a foot southerly and southwesterly by Guild Street by a curved line five hundred and seventeen feet and seventy five one hundredths of a foot, northwesterly by land now or lately of W. P. and G. H. Keefe two hundred and forty feet and six tenths of a foot northeastily by land conveyed to the said corporation by the above named grantees and by the said corporation reconveyed in mortgage to them by deeds of even date herewith fifty one feet and three tenths of a foot northwesterly again by the last mentioned land by an irregular line one hundred and seventy seven feet and fifty five one hundredths of a foot, northeasterly again by the said land now or lately of the Trustees of the Fellowes Athenaeum one hundred feet and northwestily again by the same land one hundred feet and nine one hundredths of a foot together with all rights, privileges, easements and appurtenances to the same belonging being the same that was conveyed to the said corporation by the said grantees and others by deed of even date herewith and shown upon a plan made by W. A. Garbett dated July 15 1872 and with the said deed to be recorded.

To have and to hold the granted premises to them the said **James, Henry and Frederic Guild** and their heirs and assigns to their use and behoof forever. And the said Corporation doth hereby covenant with the said grantees and their heirs and assigns that it is lawfully seised in fee simple of the granted premises, that they are free from all incumbrances that it has good right to sell and convey the same as aforesaid and that it will **warrant and defend** the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons.

Provided never the less that if the said Corporation or its assigns shall pay unto the said grantees their executors administrators or assigns the sum of two hundred and twenty nine thousand six hundred and ninety five dollars and seventy five cents in five years from the date hereof with interest semiannually at the rate of seven per centum per annum until the principal shall be paid and until such payment shall pay all taxes and assessments on the granted premises then due as also a draft drawn upon said Company by John W. Draper, its President, payable to the order of the said James, Henry and Frederic Guild for the said sum and interest at the times aforesaid accepted by the Treasurer in behalf of the company and approved by two directors shall both be void. And it is further provided that until there shall be some breach of the conditions hereof which shall continue for the space of five days the said mortgagees or their heirs or assigns shall release to the said corporation and its assigns any portion or portions of the mortgaged premises upon payment to the said mortgagees or their representatives or assigns of the sum of one dollar and twenty five cents per square foot for the land so to be released and the amount so paid are to be indorsed upon said mortgage draft in part payment thereof; and also that the said Corporation or its assigns shall have the right to make payments upon said draft at any time in sums of not less than ten thousand dollars each while so much shall continue unpaid and to pay what remains unpaid on said draft at any time upon giving the said mortgagees their representatives or assigns ten days notice of such intention.

But upon any default in the performance of the foregoing condition, if said default shall continue for the space of five days the said grantees or their executors administrators or assigns may sell the granted premises with all the improvements that may be thereon by public auction in the said Boston first publishing a notice of the time and place of sale once each week for three successive weeks in one or more newspapers published in the said Boston and in their own names or as their attorneys of the said corporation may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple: and any such sale shall forever bar the said Corporation and all persons claiming under it, from all right and interest in the granted premises whether at law or in equity; and

or to the money arising from such sale the said grantees or their representatives or assigns shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable and also all costs charges and expenses incurred or sustained by reason of any failure or default on the part of the said Corporation or its assigns to perform and fulfil the condition of this deed or any covenant or agreement herein contained rendering the sum thereby secured together with an account of all such costs, charges and expenses to the said corporation or its assigns And it is agreed that in case any sale shall be made as aforesaid, the said corporation or its assigns shall and will, upon request execute and deliver such further deeds or instruments as may be necessary or proper, to confirm such sale and to vest a perfect title to the premises sold in the purchaser or purchasers thereof: and the said grantees or their executors administrators or assigns or any person or persons in their behalf may purchase at such sale and that no other purchaser shall be answerable for the application of the purchase money, and that until default in the performance of the condition of this deed the said corporation and its assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents in its name and behalf to be signed acknowledged and delivered by John W. Draper its President, and countersigned by Charles Boardman its Treasurer both thereunto duly authorized this seventh day of September in the year of our Lord one thousand eight hundred and seventy two -

Signed, sealed &c &c

The Metropolitan Rail Road Company
by John W. Draper, President (Corporate Seal)
Charles Boardman Treasurer

Commonwealth of Massachusetts.

Suffolk ss Boston September 11th 1872 - Then personally appeared the above named John W. Draper President of the said Metropolitan Railroad Company a corporation, and acknowledged the foregoing instrument to be the free act and deed of said Corporation. Before me,

Phineas B. Smith Jr. Justice of the Peace.

At a regular meeting of the directors of the Metropolitan Railroad Company duly held upon the tenth day of September 1872 The deeds of James Enild and others to the said Company dated September 7 1872 of a parcel of land upon Bartlett Street Boston Highlands containing 25493 square feet for the consideration of $36.580.50 and of a parcel of land upon Bartlett Street, Shawmut Avenue and Enild Street Boston Highlands containing 204.174 square feet for the consideration of $306.261 and also two drafts drawn by the President of the said Company upon the said Company dated Sept 7 1872 for the sums respectively of $27442.12 and $229.695.75 payable to the order of James Enild, Henry Enild and Frederic Enild in five years from the said date with interest payable semiannually at the rate of seven per centum per annum until the principal should be paid; and also two mortgage deeds of the said parcel of land to the said James, Henry and Frederic Enild and their heirs and assigns to secure the payment of the said drafts prepared for execution by the said company having been exhibited and duly examined, it was **voted** that the said deeds of James Enild and others be accepted as the fulfilment of their agreement with the company for the sale and conveyance of the said parcels of land dated July 13 1872 - And it was further voted that the said drafts be accepted by Chas Boardman the Treasurer of the Company upon its behalf; that the said mortgage deeds be signed by John W. Draper the President of the Company in its name and upon its behalf and its seal be thereto affixed and that the said mortgage deeds be countersigned by the Treasurer and acknowledged by the President to be the free acts and deeds of the said Company and that the Treasurer be and he hereby is authorized and directed upon due delivery of the said deeds to pay unto the said parties the balances of the said purchase moneys, viz, the sums of $9147.38 and $76565.25 and to deliver upon behalf of the Company the said acceptances and mortgages unto the said James, Henry and Frederic Enild

A true copy from the records, Attest J. P. Cloutman Secy pro tem.

September 11 1872 at twelve o'clock and thirty five minutes P. M. Received, Entered and Examined.

Attest, Thos. F. Temple. Reg.

Memorandum of Agreement made this first day of July in the year of our Lord one thousand eight hundred and eighty six. Between James Guild, Henry Guild and Frederic Guild, the holders of a certain mortgage given by the Metropolitan Rail Road Company to them dated September seventh A.D. 1872 and recorded with Suffolk deeds Liber 1124 Folio 252 and said Metropolitan Rail Road Company, the owner of the right in equity to redeem the premises described in said mortgage.

The parties hereto, for themselves and their representatives mutually agree that the time of payment of the principal sum remaining due on said mortgage to wit: the sum of one hundred and eighty thousand dollars ($180000) shall be, and the same is hereby extended for five years from July first A.D. one thousand eight hundred and eighty six, anything in the tenor of said mortgage or the note or draft thereby secured to the contrary notwithstanding - (Provided However and it is understood and agreed that said corporation shall have the right (reserved to it by the terms of said mortgage) to a release of any portion of the land therein described, except that portion thereof upon which its stables and other buildings now stand and which are used in connection therewith upon the payment of the sum of one dollar and twenty five cents per square foot for the land so to be released the amount so paid to be endorsed upon the mortgage note or draft in part payment thereof. And it is further understood and agreed that said corporation shall have the right at any time to make partial payments upon said mortgage note or draft as provided in said mortgage deed. And the said Metropolitan Rail Road Company for value received hereby promise to pay to said James Guild, Henry Guild and Frederic Guild their representatives and assigns, the said principal sum secured thereby in five years from July first A.D. 1886 with interest thereon half yearly on the first day of January and the first day of July, in each year, at the rate of four (4) per centum per annum. and to keep the buildings on the mortgaged premises insured to an amount not less than forty thousand dollars ($40000) in such insurance companies as said James Guild, Henry Guild, and Frederic Guild their representatives and assigns shall approve. And also that if any further insurance of the buildings now on said mortgaged premises shall be effected or held by said company, it will cause the same to be made payable in case of loss to the holders of said mortgage their representatives and assigns. And further that it will pay not only the taxes levied or assessed on the said or any other mortgage interest in the said real estate but also the taxes levied or assessed on the equity of redemption in said premises. And generally to perform and fulfil during said term of five years from July first A.D. 1886, and for such further time as said principal sum or any part thereof shall remain unpaid, all the covenants, agreements and conditions set forth in said mortgage and in this agreement. But if the said Metropolitan Rail Road Company or its representatives shall fail punctually to pay said interest or principal or the taxes assessed to any mortgagee as such, including the taxes for the year eighteen hundred and eighty six, or to the owner of the equity of redemption, or to perform any of the other covenants, agreements or conditions on its and their part to be paid or performed the said James Guild, Henry Guild and Frederic Guild their representatives and assigns may forthwith pursue any remedy at law or in equity which may be suitable to enforce compliance with this agreement or may treat this agreement as wholly null and void and thereupon proceed at once to foreclose the mortgage by exercising the power of sale therein contained, or in any other legal way at their discretion.

In witness whereof the said James Guild, Henry Guild and Frederic Guild have hereunto set their hands and seals, and the said Metropolitan Rail Road Company hath caused these presents to be signed with its name and its corporate seal to be hereto affixed by its President Calvin A. Richards and the same to be countersigned by its Treasurer Charles Boardman both hereunto duly authorized the day and year first above written.

In presence of &c

James Guild (Seal)
Henry Guild (Seal)
Frederic Guild (Seal)
Metropolitan R.R. Co.
by C. A. Richards president (Corporate Seal.)
Charles Boardman Treasurer

Commonwealth of Massachusetts.

Suffolk s.s. July 26 A.D. 1886. Then personally appeared the above named Calvin A. Richards and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Rail Road Company, before me.

Edwd. O. Shepard. Justice of the Peace.

Commonwealth of Massachusetts.

Suffolk s.s. July 26 A.D. 1886. Then personally appeared the above named James Guild and acknowledged the foregoing instrument to be his free act and deed. before me.

Edwd. O. Shepard. Justice of the Peace.

Extract from the Directors Records of the Metropolitan Rail Road Company

A meeting of the Directors of this corporation was duly called and held on the twenty second day of July A. D. 1886 a quorum for the transaction of business being present, namely; An agreement dated July 1st 1885 prepared for execution by and between James Guild and others and this corporation whereby a mortgage heretofore made by this corporation to said James Guild and others dated September 7th 1872 and recorded with Suffolk deeds Lib 1124 Fol 252 for the sum of $229.695 payable in five years from its date with interest payable semiannually at the rate of seven per centum per annum, is extended for the term of five years from the first day of July A. D. 1886, with interest payable semiannually at the rate of four (4) per centum per annum upon the principal sum remaining unpaid the same being reduced by partial payments to one hundred and eighty thousand dollars ($180.000) was exhibited and duly examined and thereupon it was

Voted-, that the said instrument be signed with the name of this corporation and its corporate seal be thereto affixed by Calvin A. Richards, its President and acknowledged by him to be the free act and deed of this corporation, and that the same be countersigned by Charles Boardman the treasurer, and delivered to the said James Guild and others.

Attest William P. Harvey Secretary

July 26 1886 at five o'clock and forty seven minutes P.M. Received, Entered and Examined.

Attest Thos. F. Temple, Reg.

Know all Men by these Presents, That the Metropolitan Railroad Company a corporation established by the laws of the Commonwealth of Massachusetts in consideration of twenty seven thousand four hundred and forty two dollars and twelve cents to the said Corporation paid by James Guild, Henry Guild and Frederic Guild, all of Boston in the County of Suffolk and Commonwealth aforesaid the receipt of which is hereby acknowledged, doth hereby give, grant bargain sell and convey unto the said James, Henry and Frederic Guild and their heirs and assigns a certain parcel of land in that part of the said Boston which was lately the City of Roxbury containing 25493 square feet and bounded

northeasterly by Bartlett Street there measuring about eight three feet easterly by land now or lately of the Trustees of the Fellowes Athenaeum one hundred feet and nine one hundredths of a foot southeasterly by land conveyed to said Corporation by the above named grantees and others and by the said corporation conveyed in mortgage to the said grantees by deeds of even date herewith, there measuring by an irregular line one hundred and seventy seven feet and fifty five one hundredths of a foot, southwesterly by the last mentioned land and by land of W. F. and G. H. Steele ninety eight feet and two tenths of a foot and northwesterly by the last mentioned land by an irregular line two hundred and fifty seven feet and eighty five one hundredths of a foot together with all rights privileges easements and appurtenances to the same belonging.

The premises are the same conveyed to the said Corporation by the said grantees by deed of even date herewith and are subject to an easement and right of way in a passage way ten feet wide adjoining to the land now or lately of the Trustees of the Fellowes Athenaeum as granted by James Guild and others to the last named corporation by their deed recorded in the Suffolk Registry Lib 1105 fol 170 and shown upon a plan therewith recorded.

To have and to hold the granted premises to them the said James, Henry, and Frederic Guild and their heirs and assigns to their use and behoof forever And the said Corporation doth hereby covenant with the said grantees and their heirs and assigns that it is lawfully seized in fee simple of the granted premises that they are free from all incumbrances excepting the said easement that it has good right to sell and convey the same as aforesaid and that it will **warrant and defend** the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons excepting as aforesaid.

Provided nevertheless that if the said Corporation or its assigns shall pay unto the said grantees their executors, administrators or assigns the said sum of twenty seven thousand four hundred and forty two dollars and twelve cents in five years from the date hereof with interest thereon semiannually at the rate of seven per centum per annum until the principal shall be paid, and until such payment shall pay all taxes and assessments on the granted premises, then this deed, as also a draft drawn upon the said Company by John H. Draper its President, payable to the order of the said James, Henry and Frederic Guild for the said sum and interest at the times aforesaid and accepted by the Treasurer in behalf of the Company and approved by two Directors shall both be void. And it is further provided that until there shall be some breach of the conditions hereof which shall continue for the space of five days the said mortgagees or their heirs or assigns shall release to the said corporation and its assigns any portion or portions of the mortgaged premises upon the payment to the mortgagees or their representatives or assigns of the sum of one dollar and twenty five cents per square foot for the land so to be released: and the amounts so paid are to be indorsed upon the said mortgage note in part payment thereof: and also that the said Corporation or its assigns shall have the right to make payments upon the said note at any time in sums of not less than ten thousand dollars each while so much shall remain unpaid, and to pay what remains unpaid on said note at any time upon giving to the said mortgagees or their representatives or assigns ten days notice of such intention.

But upon any default in the performance of the foregoing condition if said default shall continue for the space of five days the said grantees or their executors administrators or assigns may sell the granted premises with all improvements that may be thereon by public auction in the said Boston first publishing a notice of the time and place of sale once each week for three successive weeks in one or more newspapers published in the said Boston, and in their own names or as the attorneys of the said corporation may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple and any such sale shall forever bar the said Corporation and all persons claiming under it from all right and interest in the granted premises whether at law or in equity, and out of the moneys arising from such sale the said grantees or their representatives or assigns shall be entitled to retain all sums then secured by this deed whether then or thereafter payable, and also all costs, charges and expenses incurred or sustained by reason of any

failure or default on the part of the said Corporation or its assigns to perform and fulfil the condition of this deed or any covenant or agreement herein contained rendering the same void if any, together with an account of all such costs, charges and expenses to the said corporation or to its assigns. And it is agreed that in case any sale shall be made as aforesaid the said corporation or its assigns shall and will upon request execute and deliver such further deeds or instruments as may be necessary or proper to confirm such sale and to vest a perfect title to the premises sold in the purchaser or purchasers thereof; that the said grantees or their representatives or assigns or any person or persons in their behalf may purchase at such sale and that no other purchaser shall be answerable for the application of the purchase money and that until default in the performance of the condition of this deed the said Corporation and its assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents in its name and behalf to be signed acknowledged and delivered by John W. Draper its President and countersigned by Charles Boardman its Treasurer both thereunto duly authorized this seventh day of September in the year of our Lord one thousand eight hundred and seventy two.

Signed sealed &c

The Metropolitan Railroad Company
by John W. Draper President
Charles Boardman, Treasurer

(Corporate Seal)

Commonwealth of Massachusetts

Suffolk ss Boston September 11th 1872 - Then personally appeared the above named John W. Draper President of the said Metropolitan Railroad Company a corporation and acknowledged the foregoing instrument to be the free act and deed of said corporation - Before me,

Phineas B. Smith Jr. Justice of the Peace.

At a regular meeting of the Directors of the Metropolitan Railroad Company duly held upon the tenth day of September 1872. The deeds of James Guild and others to the said Company dated September 7. 1872 of a parcel of land upon Bartlett Street Boston Highlands, containing 25.443 square feet for the consideration of $36.589.50, and of a parcel of land upon Bartlett Street, Shawmut Avenue and Guild Street Boston Highlands containing 204.174 square feet for the consideration of $306 261c: and also two drafts drawn by the President of the said Company upon the said Company dated Sept 7 1872 for the sums respectively of $27.442.12 and $229 695.75 payable to the order of James Guild, Henry Guild and Frederic Guild in five years from the said date with interest payable semiannually at the rate of seven per centum per annum, until the principal should be paid. and also two mortgage deeds of the said parcels of land to the said James, Henry and Frederic Guild and their heirs and assigns to secure the payment of the said drafts prepared for execution by the said Company having been exhibited and duly examined it was **voted** that the said deeds of James Guild and others be accepted as the fulfilment of their agreement with the company for the sale and conveyance of the said parcels of land dated July 13 1872. And it was further **voted** that the said drafts be accepted by Charles Boardman, the Treasurer of the Company upon its behalf: that the said mortgage deeds be signed by John W. Draper the President of the Company in its name and upon its behalf and its seal be thereto affixed and that the said mortgage deeds be counter signed by the Treasurer and acknowledged by the President to be the free acts and deeds of the said Company; and that the Treasurer be and he hereby is authorized and directed upon due delivery of the said deeds to pay unto the said parties the balances of the said purchase moneys viz, the sums of $9147.38 and $76565.25, and to deliver upon behalf of the Company the said acceptances and mortgages unto the said James, Henry and Frederic Guild

A true copy from the records.
Attest J. P. Cloutman Secy pro tem

September 11 1872 at twelve o'clock and thirty five minutes, Received, Entered and Examined Attest Thos. F. Temple. Reg.

This Indenture made this Fifth day of January A.D. 1885 by and between William Minot and William Minot Junior Trustees under the Will of Caroline L. Bayley, late of Milton, the holder of a certain promissory note for Twenty seven thousand four hundred and forty two and 12/100 ($27,442.12) dollars given by the Metropolitan Railroad Co. and secured by a mortgage of certain real estate in Boston on Bartlett Street, dated the seventh day of September A.D. 1872 and recorded in Suffolk Registry of Deeds Lib 1124 Fol 254 of the first part and the said Metropolitan Railroad Company claiming to own the equity of redemption in said mortgaged premises, of the second part, witnesseth; That the said parties for themselves and their representatives hereby mutually agree that the time for the payment of the principal of said note and mortgage debt shall be and the same is hereby extended for the term of five years years from the Seventeenth day of November A.D. 1884, and that the same is to bear interest from said date at the rate of four and a half per cent per annum payable on the Seventeenth day of May and the Seventeenth day of November in every year, until said principal sum shall be fully paid. And the said party of the second part hereby covenants and agrees that it will not require the holders of said note and mortgage, to receive payment of said mortgage debt during said extended term, that until same is fully paid it will punctually pay the interest now due and to grow due thereon at the times and at the rate aforesaid, that it will keep the mortgaged premises in good repair and insured against fire, and the taxes thereon duly paid, according to the provisions of said mortgage; that it will punctually pay without making claim to any reimbursement whatever therefor all taxes and assessments to whomsoever levied or assessed whether on the mortgaged premises or on any interest therein or on the debt secured by said mortgage and whether in the nature of taxes and assessments now in being or not, and that at the expiration of said extended term it will pay the said mortgage debt with all interest thereon together with any moneys paid by the holders of said mortgage for taxes, insurance or other necessary charges on or in respect of the mortgaged premises or the debt secured by said mortgage. It is expressly understood and agreed that nothing herein contained shall be construed to impair the securities of said parties of the first part, their executors, administrators or assigns under said mortgage, nor affect or impair any rights or powers which they may have under the said note and mortgage for the recovery of the mortgage debt, with interest, in case of non fulfilment of the agreement by said party of the second part. In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written

Signed sealed &c

Wm Minot } Trustees.
Wm Minot Jr. } each a seal.
Calvin A. Richards President (Corporate Seal)
C. Boardman. Treas.

Commonwealth of Massachusetts.

Suffolk ss. Jan 6 1885. Then personally appeared the above named Calvin A. Richards and Charles Boardman, and acknowledged the above instrument to be their free ack and deed, before me,

H. R. Harding, Justice of the Peace.

Same place - Jany 8. 1885. Said William Minot Junior Trustee acknowledged above as his free act and deed, before me

J. Henry Russell, Justice of the Peace.

At a regular meeting of the Directors of the Metropolitan Railroad Company duly notified and held at Boston on the Sixth day of January 1885 the foregoing agreement having been read and considered the following vote was passed. Voted That the said instrument be signed with the name of the corporation and its corporate seal be thereto affixed by Calvin A. Richards its President and acknowledged by him to be the free act and deed of this corporation, and that the same be countersigned by Charles Boardman the Treasurer, and delivered to William Minot and William Minot Junior, Trustees under the Will of Caroline L. Bayley.

A true copy - Attest. H. R. Harding, Secretary

January 10 1885 at twelve o'clock and twenty seven minutes P.M. Received, Entered and Examined

Attest Thos. F. Temple Reg.

Roxbury Warren, Maywood and Edgewood

Roxbury:-
Warren, Maywood and Edgewood Sts.

From Plan. Suff L 1116. f 164:

Plan of
Maywood,
Estate of the late Ralph Haskins

Boston, Jan 1. 1872
Wm A. Barbett. Surv.
Scale 50 ft.

988. 238. Rebecca G. Haskins et al to Metr^n R.R. Co. A page 144
1531. 87 Rebecca G. Jewett to Metr^n R.R. Co. B " 145
1557. 186 David G. Haskins to Metr^n R.R. Co C " 146

988.229

Know all men by these Presents,

That we Rebecca G. Haskins of Weymouth in the County of Norfolk and Commonwealth of Massachusetts, widow, David G. Haskins of Cambridge in the County of Middlesex and Commonwealth aforesaid, and Ralph Haskins of said Weymouth as we are Trustees under the last will of Ralph Haskins, late of Roxbury in said County of Norfolk, Merchant, deceased, by virtue, in execution of, and pursuant to the power and authority in us vested in and by said will, and of every other power and authority us hereto enabling, and in consideration of the sum of eight thousand six hundred and forty eight dollars and fifty cents to us paid by the Metropolitan Rail Road Company, a Corporation duly established by authority of said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Rail road Company and their successors and assigns forever,

a certain parcel of land situated on the southeasterly side of Warren Street, and on the southwesterly side of Edgewood Street, (lately called Park Street) in that portion of the City of Boston, in the County of Suffolk and Commonwealth aforesaid, lately known as Roxbury, bounded, measured, and described as follows, to wit, northwesterly by said Warren Street there measuring one hundred feet and five tenths of a foot, northeasterly by said Edgewood Street there measuring one hundred and eighty nine feet and six tenths of a foot, southeasterly by other land of said grantors there measuring ninety seven feet and five tenths of a foot; and southwesterly by other land of said grantors, there measuring one hundred and sixty five feet and twenty two hundredths of a foot and containing seventeen thousand two hundred and ninety seven square feet of land, according to a plan made by Wm. A. Garbett, civil engineer, and Surveyor, dated "Boston Oct 20 1869" to be recorded herewith to which plan reference is hereby made, together with whatever title or interest we have in that part of said Edgewood Street lying in front of the granted premises with the privilege of using said Street in common with others entitled to use the same. The said premises being a portion of the land conveyed in a deed from Charles R. Pearce and wife of Baltimore in the State of Maryland to Charles C. Jewett and David G. Haskins, bearing date Nov. 18. 1858 and recorded with Norfolk Deeds, Lib 271 fol. 284 and by the said Jewett and Haskins conveyed to R. G. Haskins, C. C. Jewett and D. G. Haskins, Trustees under the will of said Ralph Haskins deceased, in a deed dated July 20 1860 and recorded with Norfolk Deeds in Lib 290 fol 98. and including also a portion of the land released to the said R. G. Haskins, David G. Haskins and Ralph Haskins, Trustees as aforesaid, by a deed from the City of Boston, bearing date, December 31st 1869 and recorded with Suffolk Deeds, Lib 987 fol 300.

This conveyance is made subject to the following restrictions, viz; that for the term of ten years from the date hereof the premises hereby conveyed shall be used for stable and carhouse purposes, and no other: except that there may be a dwelling house fronting on Edgewood Street, and a store may be kept on the corner of Warren and Edgewood Streets; except also in case of the burning of the buildings which the said company may erect, when it shall be at the option of the grantees, or their successors or assigns, either to rebuild the stable and carhouse or to erect dwelling houses on the premises; but this restriction shall not be construed to prevent the grantees from using the said premises for shoeing the horses kept in said stable, or from repairing the cars kept in said car-house but there shall be no separate chimney or chimneys outside of the said stable or carhouse, for forges, or other mechanical purposes. The entire front on Warren Street of any building or buildings which may be erected, as well as the front of any which may be erected on Edgewood Street to the distance of thirty three feet from Warren Street shall be of faced brick with a French roof slated the front of the remaining portion of the building facing on Edgewood Street may be of wood clapboarded and painted, and also the front of said buildings facing on Warren Street, shall be not less than ten feet from the line of said Street; but none of these restrictions shall have force after the said period of ten years.

To have and to hold the granted premises with all the rights, privileges, easements and appurtenances to the same belonging, to the said Metropolitan Rail Road Company, and their successors and assigns to their own use and behoof forever. And we do hereby, for ourselves, and our heirs, executors and administrators, covenant with the said grantees and their successors and assigns, that the granted premises are free from all incumbrances made or suffered by us, and that we will, and our heirs executors and administrators shall warrant and defend the same to the said grantees and their successors and assigns forever against the lawful claims and demands of all persons claiming by, through, or under us, but against none other.

In witness whereof we the said Rebecca G. Haskins, David G. Haskins

and Ralph Haskins, Trustees as aforesaid, have hereunto set our hands and seals, and affixed and cancelled the stamp required by law this twenty fifth day of January in the year of our Lord one thousand eight hundred and seventy -

Rebecca G. Haskins (Seal)
David G. Haskins (Seal)
Ralph Haskins (Seal)

Signed, sealed and delivered in presence of,
the words to be "a hereunto" inserted before signing.
Witness to D. G. H. - R. H. Watson Gove Jr.
Louisa B. Haskins to R. G. H.

Commonwealth of Massachusetts

Suffolk S.S. Boston January 27 A.D. 1870. Then personally appeared the above named Ralph Haskins, one of the trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me,

James R. Carret Justice of the Peace.

Approved William Hendry, Silas Potter, Committee

January 27 1870 at one o'clock and fifty seven minutes P.M. Received, Entered and Examined. Attest James Rice Reg.

1531.87

Know all men by these presents, that I, Rebecca G. Jewett of Boston in the County of Suffolk and Commonwealth of Massachusetts, Widow, in consideration of Seven Thousand One Hundred and Fifty one 85/100 dollars paid by the Metropolitan Railroad Company, a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and located at said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns forever

a certain piece or parcel of land situated in that part of said Boston formerly called Roxbury comprising the lots numbered Eleven (11) ten (10) nine (9) eight (8) seven (7) six and the Southerly part of lot Five (5) on a certain plan of Maywood, Boston belonging to the Estate of the late Ralph Haskins made by Wm. A. Barbett Surveyor, dated January 1 1872 & recorded with Suffolk Deeds Lib 1116 Fol 164 bounded and described as follows, viz.

Westerly by Warren Street one hundred and forty six and 9/100 feet: Northerly by the remaining part of said Lot Five (5) being land now or late of the said Metropolitan Railroad Company one hundred and two 72/100 feet. Easterly by the middle line of a five feet passageway shown on said plan leading to Maywood Street One hundred and forty nine 96/100 feet and Southerly by said Maywood Street ninety one feet - Containing Fourteen Thousand six hundred and seventy eight 6/10 Square feet of land ..... Together with and subject to a right of way in common with others there to entitled in upon and over said five feet passage way leading into said Maywood Street - Being the same premises to me conveyed by George A. Lincoln by his deed of even date and to be herewith recorded. Subject also to the taxes assessed thereon for the current year.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Rail Road Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the passage way aforesaid, and the taxes aforesaid.

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Rebecca G. Jewett ~~hereto~~ hereunto set my hand and seal this Eleventh day of July in the year one thousand eight hundred and eighty one

Signed and sealed in presence of &c

Rebecca G. Jewett (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 15 1881. Then personally appeared the above-named Rebecca G. Jewett and acknowledged the foregoing instrument to be free act and deed before me —

Joseph A. Wade Justice of the Peace.

July 15 1881, h m M. Received and entered with Deeds, libro 1533 folio 87

Attest: Thos. F. Temple Register.

1551.186

Know all men by these presents, that I David G. Haskins, of Cambridge in the County of Middlesex and Commonwealth of Massachusetts in consideration of One Dollar and other good and valuable considerations ~~dollars~~ paid by the Metropolitan Rail Road Company, duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and located at Boston in the County of Suffolk and Commonwealth aforesaid, a corporation the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Rail Road Company

a certain parcel of land situated in that portion of Boston in the County of Suffolk and Commonwealth aforesaid formerly called Roxbury on the Northerly side of Mayhood Street delineated on a plan of Mayhood made by William A. Hubbell Surveyor, dated Jany 1 1872 and recorded with Suffolk Deeds Lib 1116 Fol 164 being the lot numbered Fifteen (15) on said plan. Together with the Easterly half two and a half feet wide of the passage way adjoining said lot bounded and described as follows, viz;

Southerly on said Mayhood Street Forty seven 50/100 (47.50) feet Westerly by three lines on the middle of said passageway One hundred forty nine 96/100 (149.96) feet. Northerly in part on other land of said grantee and in part on land of Mary C. Haskins being the lots numbered Twelve (12) and Thirteen (13) on said Plan seventy six 85/100 (76.85) feet and Easterly on other land of said grantor being lot numbered Sixteen (16) on said plan One hundred forty seven 40/100 (147.40) feet and containing Eight Thousand Three Hundred Eighty three 4/10 (8,383.4) square feet be the same more or less Together with all my rights in said passageway. Being a portion of the premises conveyed to me by Ralph Haskins and Rebecca C. Jewett by deed dated Dec 2 1874 recorded with Suffolk Deeds Lib 1246 Fol 233.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I Mary C Haskins wife of said David G. Haskins do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said David G. and Mary C. Haskins hereunto set our hands and seals this Fourteenth day of February in the year one thousand eight hundred and eighty two

Signed and sealed in presence of &c.

David G. Haskins (Seal)

Mary C. Haskins (Seal)

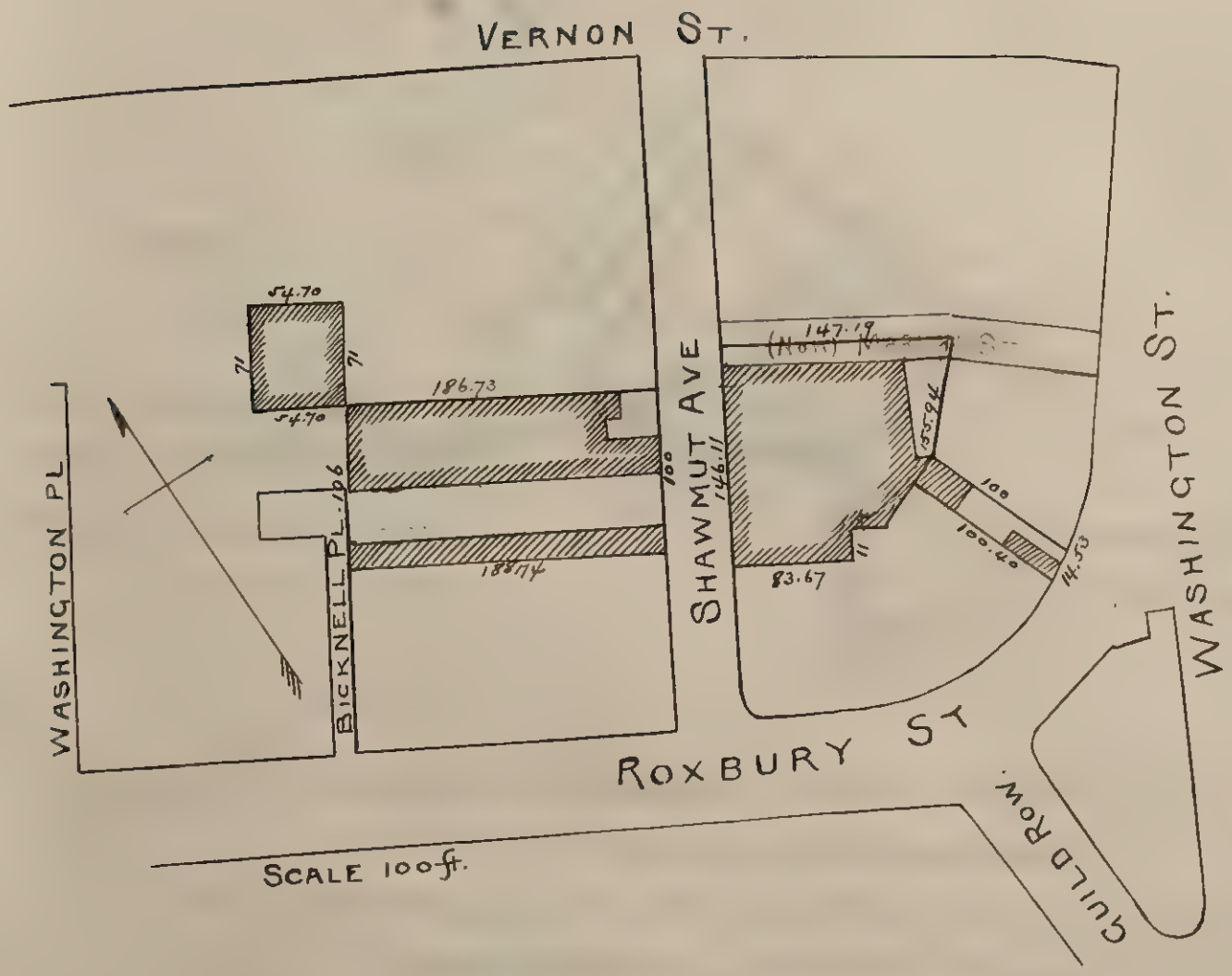
Commonwealth of Massachusetts. Suffolk ss. February 14 1882. Then personally appeared the above-named David G. Haskins and acknowledged the foregoing instrument to be his free act and deed before me —

David G. Haskins Jr. Justice of the Peace.

February 15 1882. h m M. Received and entered with Suffolk Deeds, libro 1551 folio 186

Attest: Thos F Temple Register.

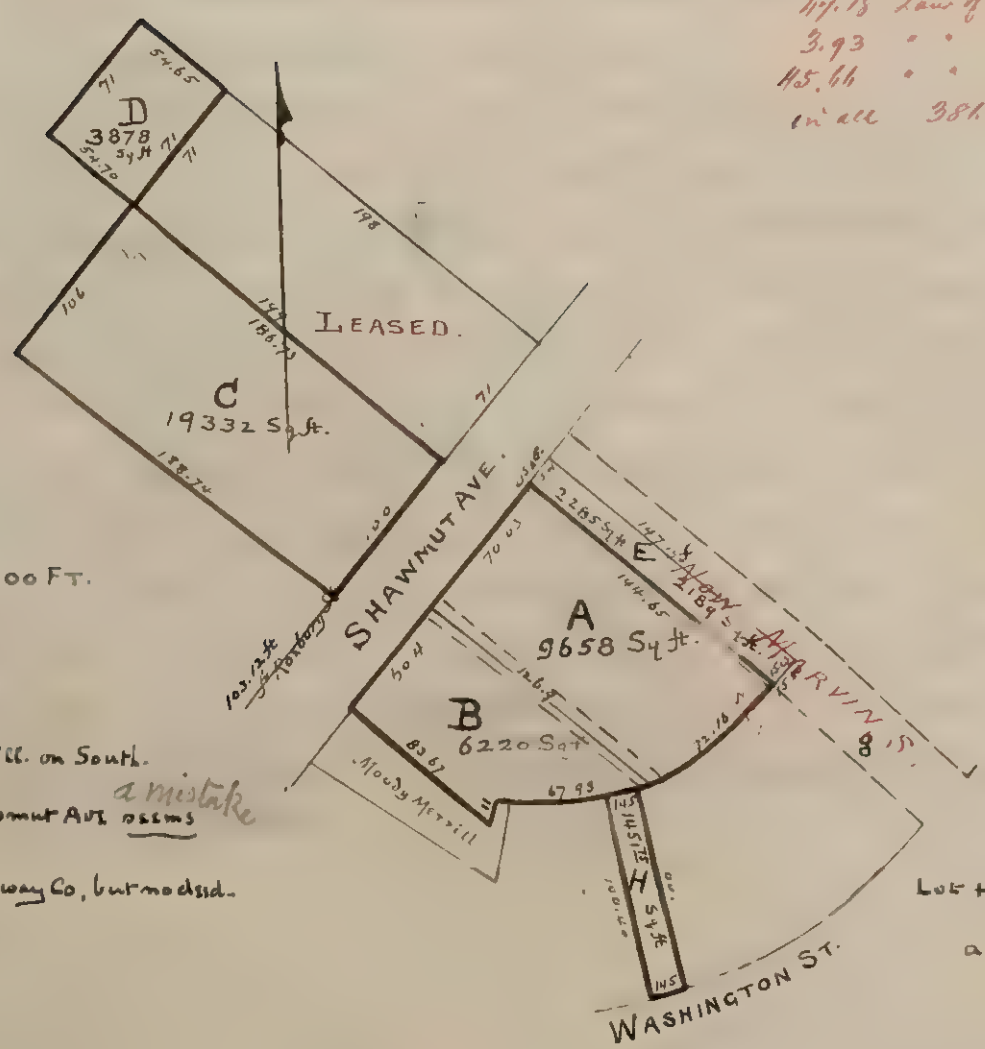
Roxbury Shawmut Ave and Washington St




VERNON ST.
EAST MAIN ST.
JAMES HOTCHKINS AVE.

Roxbury — Shawmut Ave and Washington St.

Sold October 4th 1893. to Roxbury Trust for Savings
11.96. ft. Alonzo St.
47.18 Law of Sal for savings
3.93 " " West line 11 sq ft.
45.64 " "
in all 384 sq feet.



SCALE 100 FT.

Lot marked Moody Merrill on South.

easterly side of Shawmut Ave seems a mistake to be occupied by Railway Co, but no dedi.

Lot H not on plan of Surveyor as belonging to Rwy Co.

Suffolk 1149.139 Saml Little to Highland St. R.w'y Co. Lot A — page 149

Bounded Southwesterly by 10 ft arched passageway

1378.2 John E. Maynard to Highland St. R'w'y Co Lot B. — " 150

Bounded Northeasterly by 10 ft arched passageway.

1562.631 Nath'l P. Smith to Highland St. Ry. Co. Lot C. — " 151

1382.276 Wm. H. Hervey " " " " " " D. — " 152

1382.277 " " " " " " " " " — " 153

1497.623 Andreas Blume " " " " " Release of tax title. — " 154

1638.260 Eliza A. Robinson " " " " " Lot E. — " 155

Subject to a right of way over all but a narrow strip. together with right of way over f & g

1482.71 Moody Merrill to Highland St. R'w'y " Lot H — " 156

1913.129 Covenant as to encroachment between Lot B. and lot marked Moody Merrill — " 157

See plans. Wm. A. Barbett Nov. 14 1872. Plan Book page 28. Supp. Reg. 1138.179.

L. Briggs & Co. Oct. 18 1878. No record of plan.

Barbett & Wood June 11 1873. Plan Book page 32.

" " " April 30 1884 Record 1638.258 Plan Book page 30

" " " April 27 1877 " 1373.159 " " " 31

Contract 11141: Grant Pipeline to Highfield Gas Co. Lot A — [illegible]

Commodity Government Pipeline Contract Procedures

1950 1 Lot A Highfield to Highfield Gas Co Lot B — [illegible]

Notice to Commence to Highfield Gas Co. Lot C — [illegible]

Mr H Harper — D — [illegible]

Know all men by these presents, that I, Samuel Little of Boston in the County of Suffolk and Commonwealth of Massachusetts, Banker,

in consideration of one dollar and other valuable considerations to me ~~dollars~~

paid by the Highland Street Railway Company a corporation duly established ~~under the~~ by laws ~~of the Commonwealth of Massachusetts~~ at said Boston the receipt whereof is hereby acknowledged, do hereby ~~convey~~ remise, release and forever quitclaim unto the said Highland Street Railway Company all that parcel of land on Shawmut Avenue in said Boston with the buildings thereon bounded and described as follows,

northwesterly on Shawmut Avenue seventy and three one hundredths (70.03) feet southwesterly by land this day conveyed by the grantor to Isaac H Ayers by a line running through the centre of an arched hassageway ten feet wide and through the centre of a brick partition wall over said passageway one hundred and twenty six and nine tenths (126.9) feet to land now or late of Merrill Laid down on the plan hereinafter referred to as Ayers southeasterly on a curved line by land of Merrill Hall Kennedy and the Provident Institution for Savings twenty two and sixteen one hundredths (22.16) feet, northeasterly by land of Hiram Johnson one hundred and forty four and six tenths (144.6) feet containing nine thousand six hundred and fifty eight square feet. Said land was conveyed to me by said Johnson Aug 26 1872 by deed recorded in Suffolk Deeds Lib 1126 fol 95 and by Horace B. Sargent 19 June 1872 by deed recorded in Suffolk Deeds Lib 1114 fol 290 and has been improved by the erection of the new two story brick stable of the said Highland Street Railway Company. The said ten feet passage way is to be kept open for the use in common of the owners of this estate and the estate conveyed this day to said Ayers of its present length and height, and the premises hereby conveyed are with a right to the use of said passage way in common and subject to the use by the owners of the adjoining estate of so much of the granted premises as are included in said passage way. Said premises are represented on W. A. Garbetts plan dated Nov 14 1872 and recorded in Suffolk Deeds Lib 1138 fol 299.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Highland Street Railway Company its successors and assigns, to its and their use and behoof forever.

And I the said Samuel Little ~~hereby~~, for myself and my heirs, executors, and administrators, do covenant with the said Highland Street Railway Company ~~and~~ its successors and assigns that the premises are free from all incumbrances made or suffered by me, except a mortgage for twenty five thousand Dollars to Greig Russell and Huey Trustees, recorded with Suffolk Deeds at Lib 1138 fol 179 which the grantee is to assume and pay

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the Highland ~~and~~ Street Railway Company its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, save ~~but against none other~~. as aforesaid, but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises~~.

In witness whereof we the said Samuel Little and Elizabeth M. Little wife of said Samuel who joins in this conveyance in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hand and seals this first day of March in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy three

Signed and sealed in presence of &c

Samuel Little (Seal)

Elizabeth M. Little (Seal)

Commonwealth of Massachusetts. Suffolk ss. March 17 1873 ~~188~~. Then personally appeared the within ~~above~~-named Samuel Little and acknowledged the foregoing instrument to be his free act and deed before me —

Thos. Wm Clarke Justice of the Peace.

March 17 1873 ~~188~~, 12h 35m PM. Received and entered with Suffolk Deeds, libro 1149 folio 130

Attest: Thos. F. Temple. Register.

1378. 2

150

Know all men by these presents, that I, John E. Maynard of Lynn in the County of Essex and Commonwealth of Massachusetts

in consideration of twenty three thousand five hundred dollars to me ~~dollars~~ paid by the Highland Street Railway Company

a corporation duly established ~~under the~~ by law at Boston in the County of Suffolk and Commonwealth aforesaid ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns forever all that parcel of land with the buildings thereon situated in said Boston and bounded

northwesterly on Shawmut avenue sixty and four tenths feet northeasterly on land of said grantee on a line running through the centre of an arched passage way ten feet wide and through the centre of the brick partition wall over the said passage way, which passage way is always to remain open for the accommodation of the owners of said adjoining estate of said grantee and the owners of the granted premises of its present length and with one hundred and twenty six and ninety one hundredths feet; southerly on land of Ayers in part and partly in part on a curving line sixty seven and ninety eight one hundredths feet easterly on land of said Ayers the eleven feet and southwesterly on land now or late of Sargent eighty three and sixty seven one hundredths feet. Containing according to a survey and plan made by W. C. Corbett dated Nov. 14 1892 6220 square feet of land

with a right in the said ten feet passage way in common with the owners of said adjoining estate of said grantee and subject to the right of the said owners of said adjoining estate of said grantee to the use as a passage way also much of the granted premises as is included in said passage way. Being the same premises conveyed to me by William B. Hewett by deed dated September 1 1892 and recorded with Suffolk Deeds Lib 1232 fol 256. This conveyance is made subject to a mortgage for $20000.00 given by Isaac H. Ayers to the Tremont Five Cents Savings Bank dated March 1, 1873 and recorded with Suffolk Deeds Lib 1142 fol 141 which mortgage and the note and debt thereby secured and the interest thereon said grantee is to assume and pay as part of the above consideration, and save the grantor his heirs, executors and administrators harmless and indemnified therefrom: and also to pay the taxes for the current year, which said grantee is to assume and pay.

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and ..... assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee ~~its~~ successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid to the grantee its successors and assigns forever subject as aforesaid; and that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee, its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons except as aforesaid

~~And for the consideration aforesaid do hereby release unto the grantee ..... all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof I the said John E. Maynard and I, Susan E. Maynard wife of the said John E. joining in this conveyance in token of my release of all rights of dower and homestead in the granted premises ~~hereto~~ set our hands and seals this thirty first day of May in the year ~~one thousand eight~~ Nineteen hundred and seventy seven

Signed and sealed in presence of &c

J. E. Maynard (Seal)

S. E. Maynard (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston June 4 1897. Then personally appeared the above-named John E. Maynard and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Jas B. F. Thomas Justice of the Peace.

June 5 1897 ~~108~~, 12h. 38m PM. Received and entered with Suffolk Deeds, libro 1378 folio 2

Attest: Thos F. Coughlin Register.

Lib. 1431

Know all men by these presents, that we Nathaniel P. Smith of Boston in the County of Middlesex and Alvah A. Burrage of Boston in the County of Suffolk and both ~~in consideration of~~ in the State of Massachusetts, in consideration of Twenty eight thousand ~~dollars paid by the~~ nine hundred and ninety eight dollars paid by the Highland Street Railway Company, a corporation duly established under the laws of ~~the Commonwealth of Massachusetts~~ said State at said Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Highland Street Railway Company, a certain parcel of land situated on the Northwesterly side of Shawmut Avenue near Roxbury Street in that part of said Boston which was formerly Roxbury & bounded and described as follows, viz,

Commencing at a point in the Northwesterly line of Shawmut Avenue distant one hundred and three and 12/100 feet Northeasterly from the northeasterly line of Roxbury Street and thence running Northwesterly in other land of the grantors one hundred and eighty eight and 74/100 feet to land formerly of the Heirs of Bicknell, then turning and running Northeasterly by said land formerly of the Heirs of Bicknell one hundred and six feet to land conveyed by H. B. Sargent to Wm. Minot, then turning and running Southeasterly by said land of Wm Minot one hundred and eighty six 73/100 feet to Shawmut Avenue, then turning and running Southwesterly one hundred feet on said Shawmut Avenue to the point of beginning. Containing according to a plan thereof made by L. Briggs & Co Surveyors, October 18 1878, Nineteen thousand three hundred and thirty two square feet.

Being a part of the premises conveyed to Nath'l P Smith by the Bingham Institution for Savings by deed dated Sept 25 1878 recorded with Suffolk Deeds Lib 1432 Fol 289 See also release H. B. Sargent to N. P. Smith duly recorded See deed N. P. Smith to A. A. Burrage recorded Lib 1435 Fol 282 - of an undivided half thereof

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators covenant with the said grantee and its assigns that the premises are free from all incumbrances made or suffered by us except the taxes on land and buildings for the current year 1882, and the grantee hereby agrees to assume and pay the said taxes upon the buildings, the taxes on the land to be paid by the grantors

and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us except as aforesaid but against none other.

And for the consideration aforesaid we Phebe E. Smith wife of said Nathaniel P Smith and Elizabeth A. Burrage wife of said Alvah A. Burrage do hereby release unto the ~~grantee~~ said grantee and its assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said Nathaniel P Smith and Alvah A Burrage & then said respective wives hereunto ~~hereto~~ set our hands and seals this First day of June in the year one thousand eight hundred and eighty two

Signed and sealed in presence of I C Lee

State of Maine, Androscoggin SS June 1 1882
Then personally appeared the above named Nath P Smith and acknowledged the foregoing instrument to be his free act and deed - Before me.
Edward P. Tobie Notary Public
(Notarial Seal)

Nath'l P. Smith (Seal)
Phebe E. Smith (Seal)
Alvah A. Burrage (Seal)
Elizabeth A. Burrage (Seal)

Commonwealth of Massachusetts. Suffolk ss. June 3 1882. Then personally appeared the ~~above~~ within named Alvah A. Burrage and acknowledged the ~~foregoing~~ within instrument to be his free act and deed before me —

Wm W. Burrage Justice of the Peace.

June 5 1882, 1h 14m PM. Received and entered with Suffolk Deeds, libro 1562 folio 63.

Attest: Thos F Temple Register.

Know all men by these presents, that I William H. Hervey of Boston the County of Suffolk

in consideration of Nineteen hundred and thirty nine dollars

paid by the Highland Street Railway Company a corporation

established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company its successors and assigns all that lot of land in that part of said Boston, formerly called Roxbury - being lot marked D on a plan made by Cobbett & Hood, surveyors, dated June 14 1873, and herewith to be entered with Suffolk Deeds

bounded and described as follows, viz

beginning at a point on the Easterly side of said premises at its junction with lot C on said plan and distant two hundred and twelve and 50/100 feet northerly from Roxbury Street formerly called Washington street - thence running Westerly by lot C on said plan fifty four and 70/100 feet, thence turning and running northerly seventy one feet, thence turning and running easterly fifty four and 50/100 feet and thence turning and running Southerly seventy one feet to the point of beginning and containing thirty eight hundred and seventy eight (3878) square feet, as however otherwise bounded measured or described.

and with all the rights, easements privileges and appurtenances to the same belonging. For my title to said premises see deeds from George F. Bucknell et al to me to be recorded with Suffolk Deeds simultaneously herewith - The grantee is to pay the taxes for the current year.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, made or suffered by me, but against none other

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by through or under me, but against none other

And for the consideration aforesaid I Ellen A. Hervey the wife of said William H. do hereby release unto the grantee and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said William H. Hervey and Ellen A. Hervey hereunto ~~hereto~~ set our hands and seals this Eleventh day of July in the year one thousand eight hundred and seventy seven

Signed and sealed in presence of

Wm. H. Hervey (Seal)

E. A. Hervey (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 11th 1877 ~~188~~ . Then personally appeared the above-named William H. Hervey and acknowledged the foregoing instrument to be his free act and deed before me —

Andreas Blume Justice of the Peace.

July 17 1877 ~~188~~ . 12 h 8 m PM. Received and entered with Suffolk Deeds, libro 1382 folio 275

Attest: Thos. F. Temple Register.

1382 27

153

Know all men by these presents, that William H. Hervey of Boston in the County of Suffolk

in consideration of One Dollar to me ~~dollars~~

paid by the Highland Street Railway Company a corporation

established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Highland Street Railway Company all that lot of land in that part of said Boston formerly called Roxbury being lot marked "D" on the plan by Garbett & Wood, Surveyors, dated June 11 1873 herewith to be entered with Suffolk Deeds, bounded

Southerly by lot "C" on said plan 54 70/100 feet, Westerly by land now or formerly of Seaver 41 feet Northerly by land of Shuman 54 50/100 feet and Easterly by land of grantee seventy one feet, containing 3878 square feet

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and its assigns, to their own use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said William H. Hervey hereunto

~~hereto~~ set my hand and seal this seventeenth day of July in the year one thousand eight hundred and seventy seven

Signed and sealed in presence of &c

William H. Hervey (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 17th 1877 188 . Then personally appeared the above-named William H. Hervey and acknowledged the foregoing instrument to be his free act and deed before me —

Andreas Blume Justice of the Peace.

July 17 1877 188 . 12h 8m P.M. Received and entered with Suffolk Deeds, libro 1382 folio 277 .

Attest: Thos. F. Temple Register

1497-623

154

Know all men by these presents, that I Andreas Blume of Boston in the Co. of Suffolk and Commonwealth of Massachusetts

in consideration of One dollar to me ~~dollars~~

paid by the Highland Street Railway Company

a corporation ~~duly~~ established by law at said Boston ~~under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Highland Street Railway Company, its successors and assigns forever, all that lot of land with the buildings thereon situated in that part of said Boston formerly Roxbury, being lot marked "D" on a plan made by Barbett & Wood Surveyors, dated June 11. 1873 and recorded with Suffolk Deeds Lib 1382 Fol 278 and bounded

Southerly by lot "C" on said plan 54 70/100 feet, Westerly by land now or formerly of Seaver 71 feet, northerly by land now or formerly of Sherman 54 50/100 feet, and Easterly by land of the grantee 71 feet, containing 3875 square feet.

Being a portion of the land sold by Thomas Sherwin, Collector of Taxes of the City of Boston and conveyed to said City by deed dated September 23 1878 and recorded with Suffolk Deeds Lib 1434 Fol 252

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Highland Street Railway Company and ~~to successors~~ and assigns, to their own use and behoof forever.

~~And~~ ~~hereby, for~~ ~~and~~ ~~heirs, executors, and administrators~~ ~~covenant~~ ~~with the~~ ~~and~~ ~~assigns that the~~ ~~premises are free from all incumbrances made or suffered by~~

~~and that~~ ~~will and~~ ~~heirs, executors, and administrators shall~~ ~~warrant and defend~~ ~~the same to the~~ ~~and~~ ~~assigns forever against the lawful claims and demands of all persons claiming by, through or under~~

but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower~~ and ~~homestead~~ ~~in the granted premises.~~

In witness whereof I the said Andreas Blume hereunto

~~hereto~~ set my hand and seal this Thirteenth day of July in the year one thousand eight hundred and eighty.

Signed and sealed in presence of

James Hewins

Andreas Blume (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston July 13 1880. Then personally appeared the above-named Andreas Blume and acknowledged the foregoing instrument to be his free act and deed before me —

James Hewins Justice of the Peace.

July 13 1880, 10 h 39 m A.M. Received and entered with Suffolk Deeds, libro 1727 folio 523

Attest: Thos F. Tinkle Register.

1638-260

Know all men by these presents, that we Eliza A. Robinson, widow, and James Longley and Julia F. Longley, wife of said James Longley in her right, all of Boston in the County ~~in consideration~~ of Suffolk and Commonwealth of Massachusetts, in consideration of the sum ~~dollars paid by the~~ of three thousand and forty six dollars and sixty seven cents to us paid by the Highland Street Railway Company a corporation duly established by law ~~under the laws~~ of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, remise, release and forever quitclaim unto the said Highland Street Railway Company, and its successors and assigns forever, a certain piece or parcel of land situated on Shawmut Avenue in that part of said Boston, lately called Roxbury, bounded,

North Westerly by said Shawmut Avenue fifteen and 08/100 feet South Westerly by other land of the Highland Street Railway Company one hundred and forty four and 05/100 feet South Easterly by land of the Institution for Savings in Roxbury and its vicinity in part, and in part by other land of said Eliza A. Robinson, this day conveyed by the grantors to said Institution for Savings in Roxbury and its vicinity fifteen and 00/100 feet and Northeasterly by other land of said Eliza A. Robinson hereinafter described one hundred and forty seven and 9/100 feet, and containing 2285 square feet according to a plan made by Garbett and Wood Surveyors, dated April 30 1884 to be recorded herewith, to which reference is hereby made. Reserving however for ourselves, our heirs and assigns, and for the Institution for Savings in Roxbury and its vicinity, its successors and assigns, and others who may hereafter have rights therein **the right to use a part of the above described parcel of land, bounded,**

Northwesterly by said Shawmut Avenue fifteen and 1/100 feet South Westerly by the other portion of said land above described one hundred and forty four and 67/100 feet; Southeasterly by the said land this day conveyed by the grantors to the Institution for Savings in Roxbury and its vicinity in part and in part by other land of the Institution for Savings in Roxbury and its vicinity fifteen and 13/100 feet and North easterly by the said parcel of land hereinafter described one hundred and forty seven and 19/100 feet and containing 2180 square feet according to said Garbett and Wood's plan, in connection with the parcel of land hereinafter described for all the purposes for which streets or ways are now or may hereafter be commonly used in the City of Boston

And we the grantors do hereby grant and convey unto the said Highland Street Railway Company and its successors and assigns forever the right to use certain other and adjoining piece or parcel of land situated in said Boston and bounded

Northwesterly by Shawmut Avenue fifteen and 1/100 feet, South Westerly by the lot above described, one hundred and forty seven and 14/100 feet, North Westerly by said lot above described, fourteen and 90/100 feet: South Westerly again by land of the Institution for Savings in Roxbury and its vicinity, ninety eight and 45/100 feet; South Easterly by Washington Street thirty and 2/100 feet, and North Easterly by other land of said Eliza Robinson by two lines one of which is ninety seven and 30/100 feet, (See other side of page for continuation of this description)

To have and to hold the ~~aforegranted~~ premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said **Highland Street Railway Company** and ~~its successors~~ and assigns, to its and their use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us, except the taxes for the current year which the grantee hereby agrees to pay, and except as aforesaid

~~and~~ that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us except as aforesaid but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Eliza A. Robinson, James Longley and Julia F. Longley have hereunto ~~hereto~~ set our hands and seals this 19th day of May in the year ~~one thousand eight~~ of our Lord eighteen hundred and eighty four

Signed and sealed in presence of &c

Eliza A. Robinson (Seal)
Julia F. Longley (Seal)
James Longley (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 19 1884. Then personally appeared the above-named Eliza A. Robinson and acknowledged the foregoing instrument to be her free act and deed before me —

Nath. J. Bradlee Justice of the Peace.

May 21 1884. 10h 25m A M. Received and entered with Suffolk Deeds, libro 1638 folio 260

Attest: Thos. F. Temple Register.

the other is one hundred and forty nine and 36/100 feet as shown on said plan for all the purposes for which streets or ways are now or may hereafter be common used in the City of Boston in common with the said grantors, their heirs and assigns, and the Institution for Savings in Roxbury and its Vicinity its successors and assigns, and others who may hereafter have rights therein, in connection with that portion of the piece or parcel of land first herein above described; in which rights to use for streets purposes are reserved, said parcel of land together, to wit;

that portion of the parcel of land first herein above described, in which rights to use for street purposes are reserved, and the parcel of land last described are to make and form a street or way thirty feet in width leading from Washington Street to Shawmut Avenue, to be used in common by the grantors and grantees, and the Institution for Savings in Roxbury and its vicinity and others hereafter having rights therein as aforesaid. (See other side for Habendum.)

1482-71

Know all men by these presents, that I, Moody Merrill, of Boston in the County of Suffolk and Commonwealth of Massachusetts, Counsellor of Law

in consideration of Thirty four hundred and seventy two dollars

paid by the Highland Street Railway Company a corporation

duly established ~~under the~~ by laws ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Highland Street Railway Company a certain piece or parcel of land on Roxbury Street formerly called Washington Street in that part of said Boston lately Roxbury being part of lot one (1) and two (2) on a plan made by W. A. Ladbett, surveyor, dated July 18 1865 and recorded with Suffolk Deeds and being shown upon a plan made by Ladbett and Hill, Surveyors dated Boston April 27 1877 and recorded with Suffolk Deeds and **bounded** and described according to said last mentioned plan as follows viz,

Southerly by said Roxbury Street fourteen and fifty three one hundredths (14 53/100) feet. Easterly by the middle line of said lot one (1) by land of Graham Hall one hundred (100) feet Northerly by land formerly of Emeline Pearce by a circular line fourteen and fifty four one hundredths (14 54/100) feet, and Westerly by land now or late of Sargent by a line parallel with said Easterly boundary line one hundred and forty one hundredths (100 41/100) feet. Containing 1451 75/100 square feet of land

Being a part of the same premises conveyed by John J. Merrill to Horace Binney Sargent by deed dated July 1 1869 and recorded with Suffolk Deeds, Lib 970 fol 237. See also partition between said Graham Hall and Horace Binney Sargent dated Dec 28 1875 and recorded with said Suffolk Deeds Lib 1350 fol 164

To have and to hold the above granted premises, with ~~all~~ the rights, easements ~~privileges~~ and appurtenances thereto belonging, to the said Highland Street Railway Company its successors and assigns, to their use and behoof forever.

And I the grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the grantee ~~and~~ its successors and assigns that I am ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the grantee its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Moody Merrill with my wife Martha M. Merrill joining in this conveyance in token of her release of all rights of dower and homestead in the granted premises ~~hereto~~ set our hands and seals this twenty ninth day of January in the year of our Lord eighteen ~~one thousand eight~~ hundred and eighty

Signed and sealed in presence of

Moody Merrill (Seal)

Martha M. Merrill (Seal)

Commonwealth of Massachusetts. Suffolk ss. January 30 1880. Then personally appeared the above-named Moody Merrill and acknowledged the ~~foregoing~~ above instrument to be his free act and deed

before me —

Henry W. Fuller *Justice of the Peace.*

January 30 1880, 12h m M. Received and entered with Suffolk Deeds, libro 1482 folio 71

Attest: Thos. F. Temple *Register.*

Agreement made this eleventh day of December A. D. 1889, by and between the West End Street Railway Company, a corporation duly established by law in Boston, in the county of Suffolk, and Commonwealth of Massachusetts, and Moody Merrill of said Boston, Witnesses said corporation is the owner of a certain parcel of land, with the brick stable thereon standing, situated on the southeasterly side of Shawmut Avenue, in that part of said Boston, formerly Roxbury, said brick stable being numbered eight hundred and twenty six (826) and eight hundred and twenty eight (828) in the numbering of said Shawmut Avenue, and said Merrill is the owner of a certain parcel of land, with the wooden stable thereon standing, situated on said southeasterly side of said Shawmut Avenue, on the southwesterly side of and adjoining said land of said corporation, said wooden stable being numbered eight hundred and thirty (830) and eight hundred and thirty two (832) in the numbering of said Shawmut Avenue; and whereas the southwesterly foundation wall of said brick stable of said corporation, (said foundation wall being of stone) is partially built upon said adjoining land of said Merrill and encroaches thereon about one (1) foot at the top of said foundation wall and about one (1) foot and six (6) inches at the bottom thereof, and some of the timbers of said wooden stable of said Merrill are inserted and built into the southwesterly wall of said brick stable of said corporation about four (4) inches and encroach upon land of said corporation to that extent; now therefore, in consideration of the premises and of one dollar by each to the other paid, the receipt whereof is hereby acknowledged, said parties (said corporation for itself and its successors and assigns and said Merrill for himself, his heirs and assigns) mutually covenant and agree to and with each other, that said southwesterly stone foundation wall of said brick stable of said corporation shall be and remain a party wall; that so much of said stone party wall as stands upon said land of said corporation, shall be and remain the property of said corporation, its successors and assigns, and so much thereof as stands upon said land of said Merrill shall be and remain the property of said Merrill his heirs and assigns; and that said Merrill, his heirs and assigns may continue said encroachment of the timbers of said wooden stable of said Merrill upon said land of said corporation as said encroachment now exists so long as said brick stable of said corporation shall stand and no longer.

In witness whereof said corporation has caused its corporate seal to be hereto affixed, and these presents to be signed, acknowledged and delivered in its name and behalf by Henry M. Whitney its President, hereunto duly authorized, and said Merrill has hereunto set his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of Fred E. Cobb to both

West End Street Railway Co, by Henry M. Whitney Pres't, and the corporate seal,
Moody Merrill and a seal

Commonwealth of Massachusetts Suffolk ss. Boston December 12, 1889. Then personally appeared the above named Henry M. Whitney and acknowledged the foregoing instrument to be the free act and deed of the West End Street Railway Company and the above named Moody Merrill, who acknowledged the foregoing instrument to be his free act and deed, before me Fred. E. Cobb Justice of the Peace.

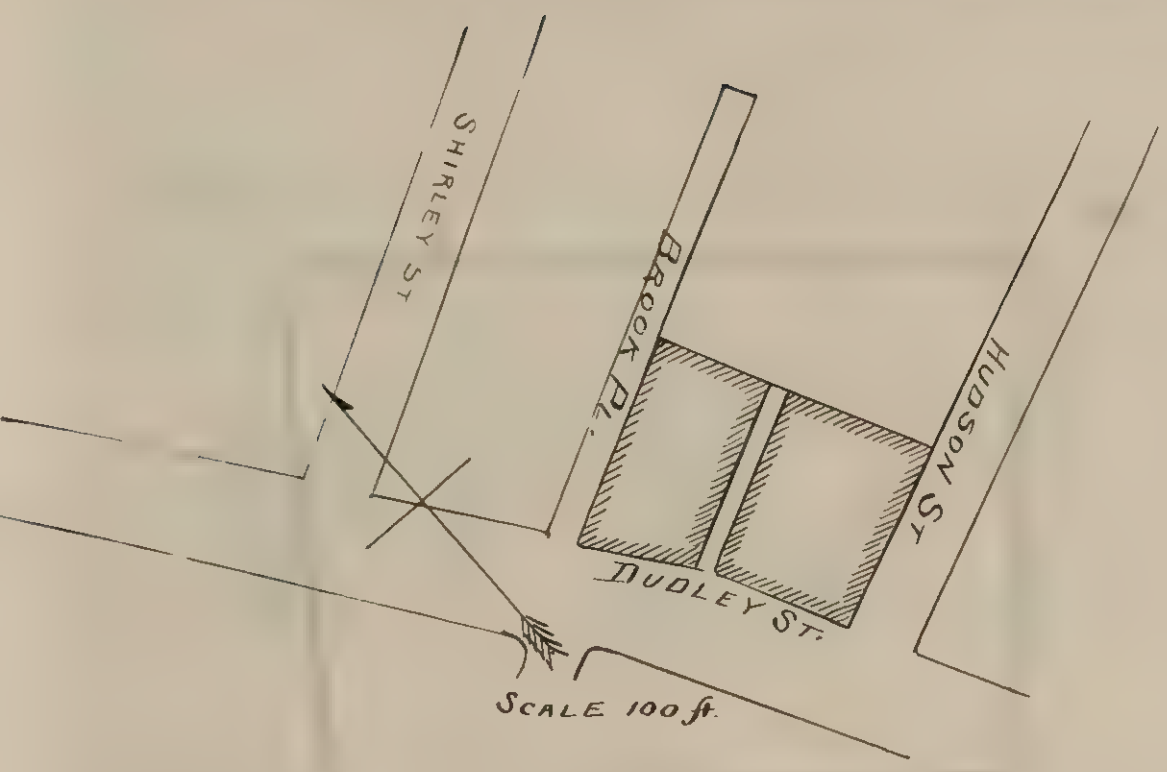
At a meeting of the Directors of the West End Street Railway Company, duly notified, and duly held at Boston, Massachusetts, on the 11th day of December, A. D. 1889, a quorum being present, it was voted, that the president be authorized to execute in the name and behalf of the Company an agreement with Moody Merrill, whereby, the foundation wall between his land and the Company's land on Shawmut Avenue shall remain as a party wall partly on the land of each as at present; and the stable on said Merrill's land may remain framed into the brick wall of the building of said Company, as at present, so long as said Company maintains its present brick wall into which said frame encroaches and no longer.

A true record,
Attest P. Cummings Clerk.

December 14. 1889 at eleven o'clock and forty minutes A. M.
Received Entered and Examined.
Attest, Thos. F. Temple Reg.

Liber 1913, page 129.

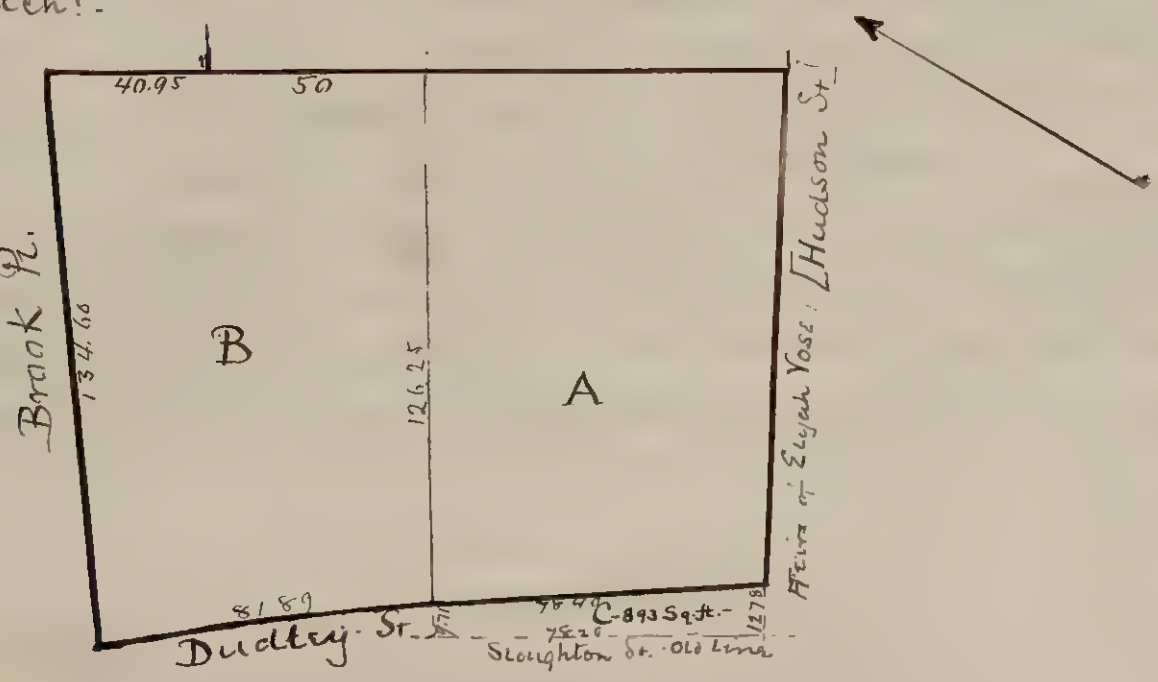
Roxbury. Dudley and Hudson Sts and Brook Pl.



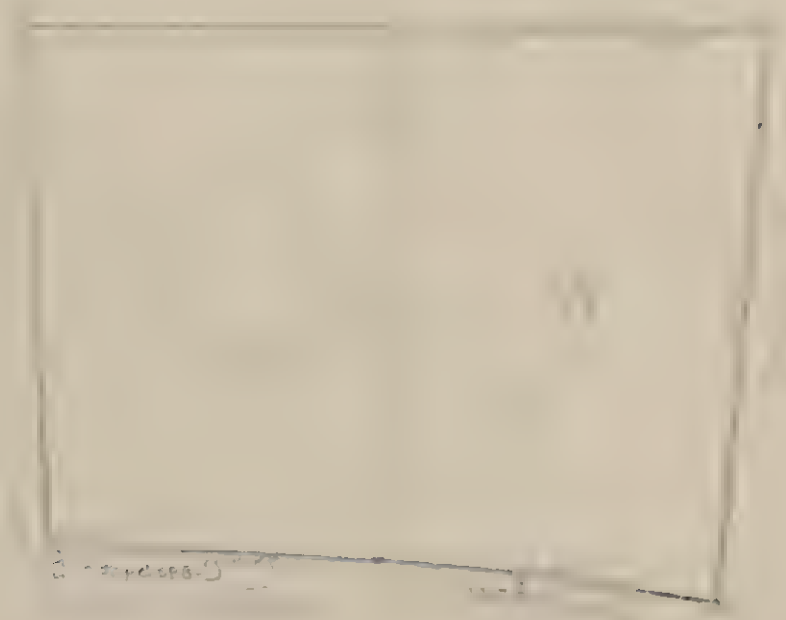
Rox.

Dudley St. Hudson St. and Brook Pl.

Sketch:-



Norf^k 320.150. J. P Olver et al Trs. to Metro^n R.R Co A page 160
No measurements are contained in the deed, and the Southerly boundary is heirs of Vose - not Hudson St. 1863!
1153.171 Metro^n R R Co to City of Boston - C to widen Stoughton St 1873 page 101 Plan J.W. Davis, City Surveyor, Feb. 1871. Plan Bk 1 page 33
1497.355 Union Inst^n for Savings to Metro^n R R page 162



320. 150

Know all men by these presents, that we John P Ober and M. Field Fowler both of Boston in the County of Suffolk and Commonwealth of Massachusetts Trustees for the Metropolitan ~~Railroad Company~~ under an agreement dated May 1st 1857. and ~~in consideration of~~ (and of the covenants of said agreement) in consideration of One dollar paid by the Metropolitan Railroad Company a Corporation duly organized by law and duly authorized by the provisions of the two hundred and thirty second chapter of the acts of the legislature of ~~a corporation established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby~~ of Massachusetts A. D. 1863 to hold any real Estate in ~~remise, release and forever quitclaim unto the said~~ Dorchester which may be required for their Rail Road purposes; the receipt whereof is hereby acknowledged do hereby convey remise release and forever **Quit Claim** unto the said **Metropolitan Rail Road Company** their successors and assigns a certain lot or parcel of land with the buildings thereon standing and the privileges and appurtenances thereunto belonging situated in **Dorchester** in the County of Norfolk and Commonwealth aforesaid containing one half acre more or less and **bounded**

Westerly on the public road now called Stoughton Street, Northerly on land formerly of Mrs Margaret McGee and now or late of Mrs. Eustis, Easterly on land formerly of the heirs of John Humphrey deceased and now or late of the heirs or devisees of Elijah Vose deceased and Southerly on land formerly of Samuel Andrews and now or late of the heirs or devisees of said Vose or however otherwise bounded measured or described

being the same premises conveyed to us by Horatio Harris by his deed dated May 1st A. D. 1857 and recorded with Norfolk Deeds Lib 256 Fol 15

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Rail Road Company their successors and assigns, to their use and behoof forever for their Rail Road purposes.

And we the said John P Ober and M. Field Fowler ~~hereby~~, for ourselves and our respective ~~and~~ heirs, executors, and administrators do **covenant** with the said Metropolitan Rail Road Company their successors and assigns ~~and assigns that the~~ that the premises are free from all incumbrances made or suffered by us respectively,

and that we will and our respective heirs, executors, and administrators shall **warrant and defend** the same to the said Metropolitan Rail Road ~~and~~ Company their successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us respectively, but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said John P Ober and wife of said John P. and M. Field Fowler and Mary L wife of said M. Field Said wives joining in token of their release of all right and title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this second day of November in the year ~~one thousand eight~~ nineteen hundred and sixty three

Signed and sealed in presence of &c

John P. Ober (Seal)
Ann L. Ober (Seal)
M. Field Fowler (Seal)
Mary Louisa Fowler (Seal)

~~Commonwealth of Massachusetts~~ Suffolk ss. Jany. 25 1864 ~~188~~ . Then personally appeared the ~~above~~ within-named John P. Ober and acknowledged the foregoing instrument to be his free act and deed

before me —

Lemuel Shaw Justice of the Peace.

188 , h m M. Received and entered with Norfolk Deeds, libro 320 folio 150 .

Attest: Register.

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of thirteen hundred and eighty and $\frac{45}{100}$ ($1380\frac{45}{100}$) dollars to it ~~dollars~~ paid by the City of Boston

~~a corporation~~

~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever, a certain parcel of land situated on Stoughton and Hudson Streets, in that part of said Boston formerly in town of Dorchester, bounded as follows, to wit,

Northeastwardly by the present line of Stoughton Street as established by a Resolve of the Board of Street Commissioners of the said City of Boston passed September 1 1871, there measuring seventy eight and $\frac{42}{100}$ ($78\frac{42}{100}$) feet. Southeastwardly by Hudson Street twelve and $\frac{78}{100}$ ($12\frac{78}{100}$) feet. Southwestwardly by the former line of Stoughton Street seventy eight and $\frac{26}{100}$ ($78\frac{26}{100}$) feet and Northwestwardly by land formerly of W. E. Woodbury nine and $\frac{71}{100}$ ($9\frac{71}{100}$) feet. Containing eight hundred and ninety three (893) square feet of land more or less.

Being shown on a plan made by Thomas W. Davis City Surveyor, dated February 10 A. D. 1871 and deposited in the office of the said City Surveyor. The above granted premises were taken by a Resolve of the Board of Street Commissioners of the said City of Boston to widen said Stoughton Street passed September 1 A. D. 1871 reference to which is hereby had and are to be used for the purposes of a public street of said City of Boston, and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of said taking. And the grantor does for itself and its successors, covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof. But the liability of the grantor on account of this covenant is in no case to exceed the amount here in before expressed as the consideration hereof.

To have and to hold the aforegranted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said City of Boston its successors ..... and ..... assigns, ~~to~~ in fee simple ~~their use and behoof~~ forever.

~~And hereby, for and heirs, executors, and administrators covenant with the grantee and assigns that lawfully seized in fee simple of the granted premises, that they are free from all incumbrances,~~

~~that have good right to sell and convey the same as aforesaid; and that will and heirs, executors, and administrators shall warrant and defend the same to the grantee and assigns forever against the lawful claims and demands of all persons.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by John W. Draper its President and Charles Boardman its Treasurer being thereto duly authorized ~~hereto set hand and seal~~ this fifteenth day of April in the year of our Lord one thousand eight hundred and seventy three

Signed and sealed in presence of &c

The Metropolitan Railroad Company
by John W. Draper President
Charles Boardman Treasurer
(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. 187 . Then personally appeared the above-named John W Draper President and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan ~~before me~~ Railroad Company, before me,

H. Jewell Justice of the Peace.

Approved! City Solicitor

April 15 1873, 1 h. 55m P.M. Received and entered with Suffolk Deeds, libro 1153 folio 171

Attest: Thos. F. Temple. Register.

1497.355

162

Know all men by these presents, that the Union Institution for Savings in the City of Boston, a Corporation established under the laws of the Commonwealth ~~in consideration of~~ of Massachusetts in consideration of one dollar to it ~~dollars~~ paid by the Metropolitan Railroad Company a corporation established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said Metropolitan Railroad Company and its assigns a certain parcel of land situated in that part of said Boston formerly Roxbury, bounded and described as follows,

Southwesterly by **Dudley street** formerly Stoughton street eighty one and $\frac{89}{100}$ feet Southeasterly by land of said grantee one hundred and twenty six and $\frac{25}{100}$ feet Northeasterly partly by land now or late of Howard fifty feet and partly by land now or late of W. E. Woodward forty and $\frac{95}{100}$ feet and Northwesterly by Brook Place one hundred and thirty four and $\frac{60}{100}$ feet or however otherwise bounded measured and described -

Being the same premises conveyed to it by Patrick Maguire by his deed recorded with Suffolk Deeds Lib 1429 fol 260 - Tax for the year 1880 is to be paid by the grantee -

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its assigns, to its sole their use and behoof forever.

And the said Corporation, grantor, ~~hereby, for~~ ~~and~~ ~~heirs, executors, and administrators~~ covenants with the said Corporation grantee and assigns that the premises are free from all incumbrances made ~~or suffered~~ by it

and that it will and ..... heirs, executors, and administrators shall **warrant and defend** the same to the said ~~and~~ Corporation grantee and assigns forever against the lawful claims and demands of all persons claiming by, through or under it but against none other.

And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said Corporation grantor by George F. Emery its Treasurer hereto duly authorized doth execute these presents and affixes hereto its corporate seal this seventh day of July in the year of our Lord eighteen hundred and eighty ~~hereto set~~ ~~hand and seal this~~ ~~day of~~ ~~in the year one thousand eight hundred and~~.

Signed and sealed in presence of &c

Union Inst'tion for Savings in the City of Boston. by Geo. F. Emery Trs (Corporate Seal)

— See other side of this for vote —

Commonwealth of Massachusetts. Suffolk ss. July 7 1880. Then personally appeared the above-named George F. Emery Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of said Union Institution for Savings in the City of Boston, before me, ~~before me~~

Francis J. Mulvey Justice of the Peace.

July 8 1880, 1 h 45 m. P.M. Received and entered with Suffolk Deeds, libro 1497 folio 355

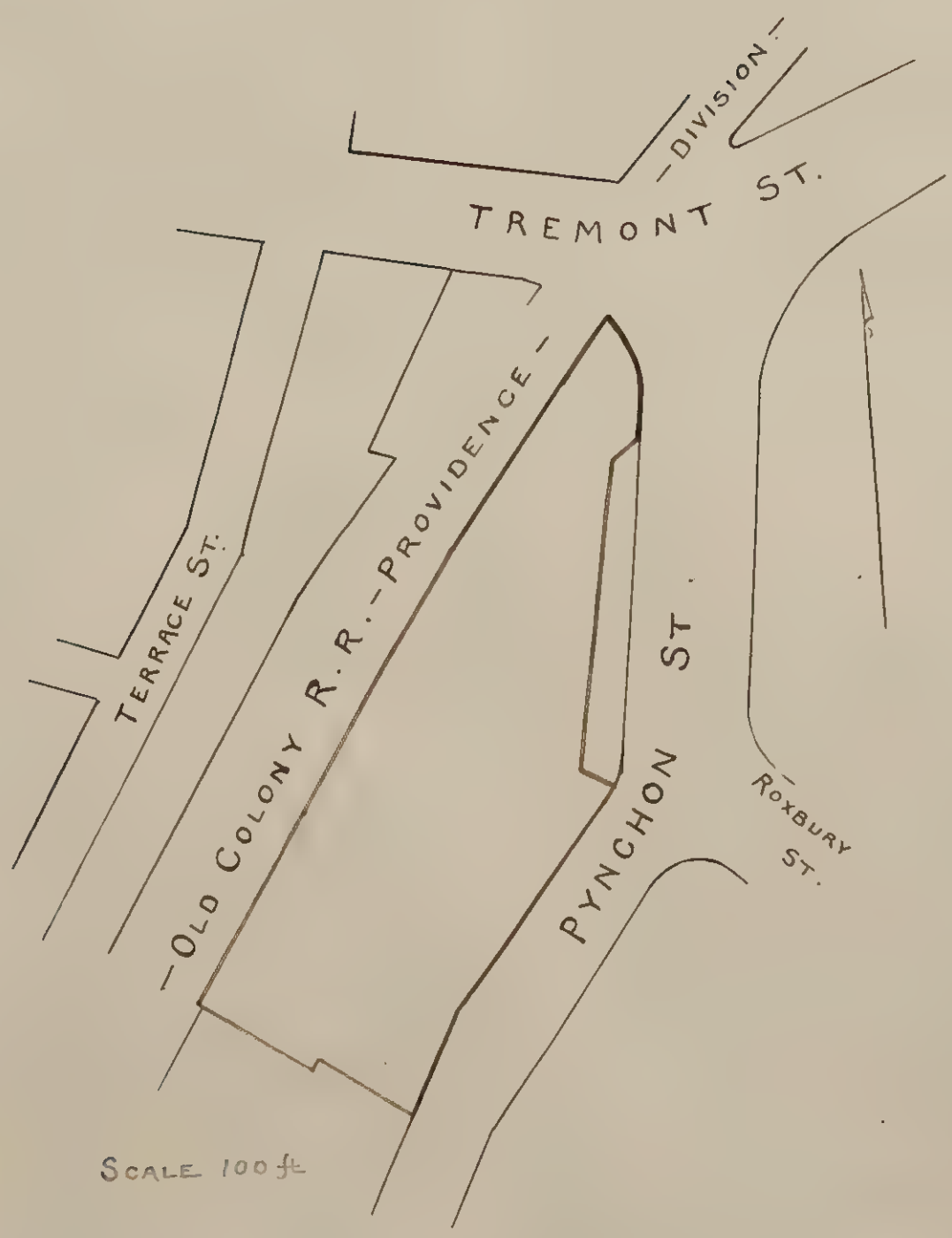
Attest: Thos F. Temple Register.

At a legal meeting of the Executive Committee of the Union Institution for Savings in the City of Boston held June 9 1880 it was Voted, that the Treasurer George F. Emery be and he hereby is authorized for and in the name of this Corporation to execute seal with corporate seal and deliver a deed of estate on Dudley street Roxbury formerly owned by W. E. Woodward to the Metropolitan Rail Road Co. in consideration of the sum of $6500.00 the taxes for 1880 to be paid by the Metropolitan Rail Road Co.

A true copy. Attest Wm S. Pelletier Clerk (Corporate Seal)

N.B. The above comes in after the signature and before the acknowledgement.

Roxbury — Pynchon St and Old Colony R. R.

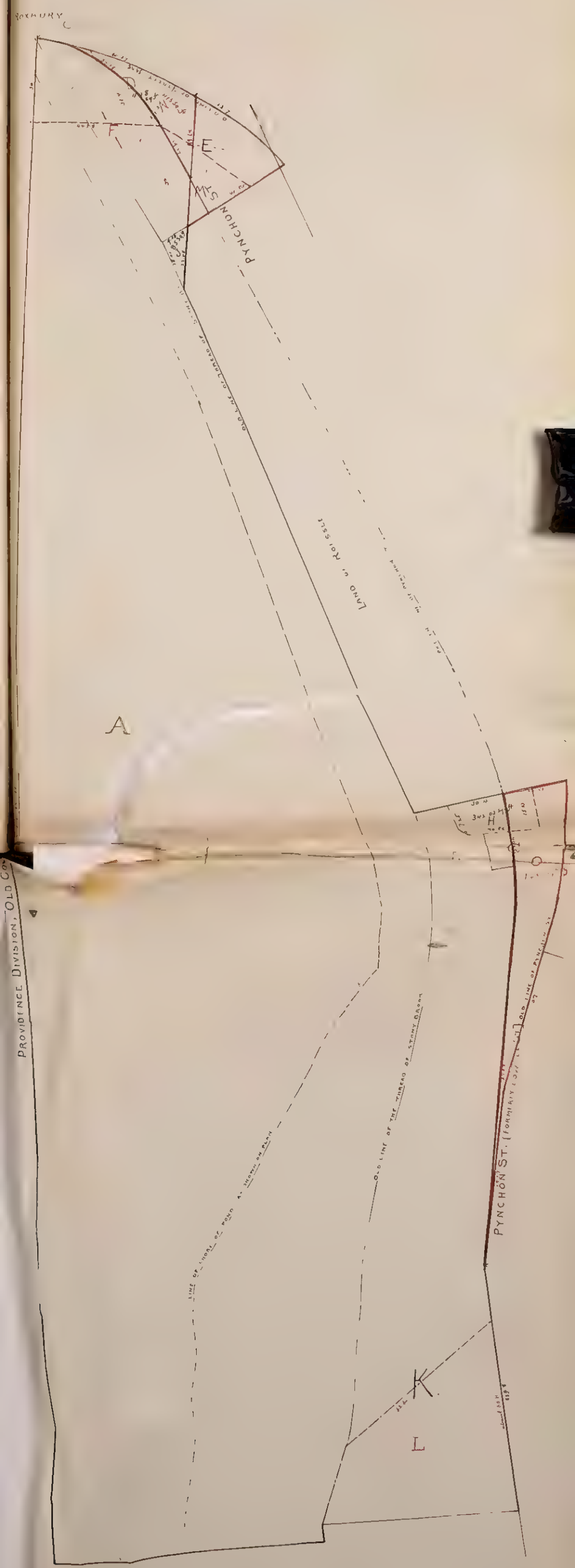


September 13th 1897.

Sold to City of Boston as per award — $26,742.50
10,697 feet @ 1/2 — 5,000.
Buildings — 31,742.50
less allowance to Trustees Roxbury Grammar School Not to Convey — 2600.00
$29,142.50
also collected from City for 1/2 expenses Trustees $24.81 paid to them this date.

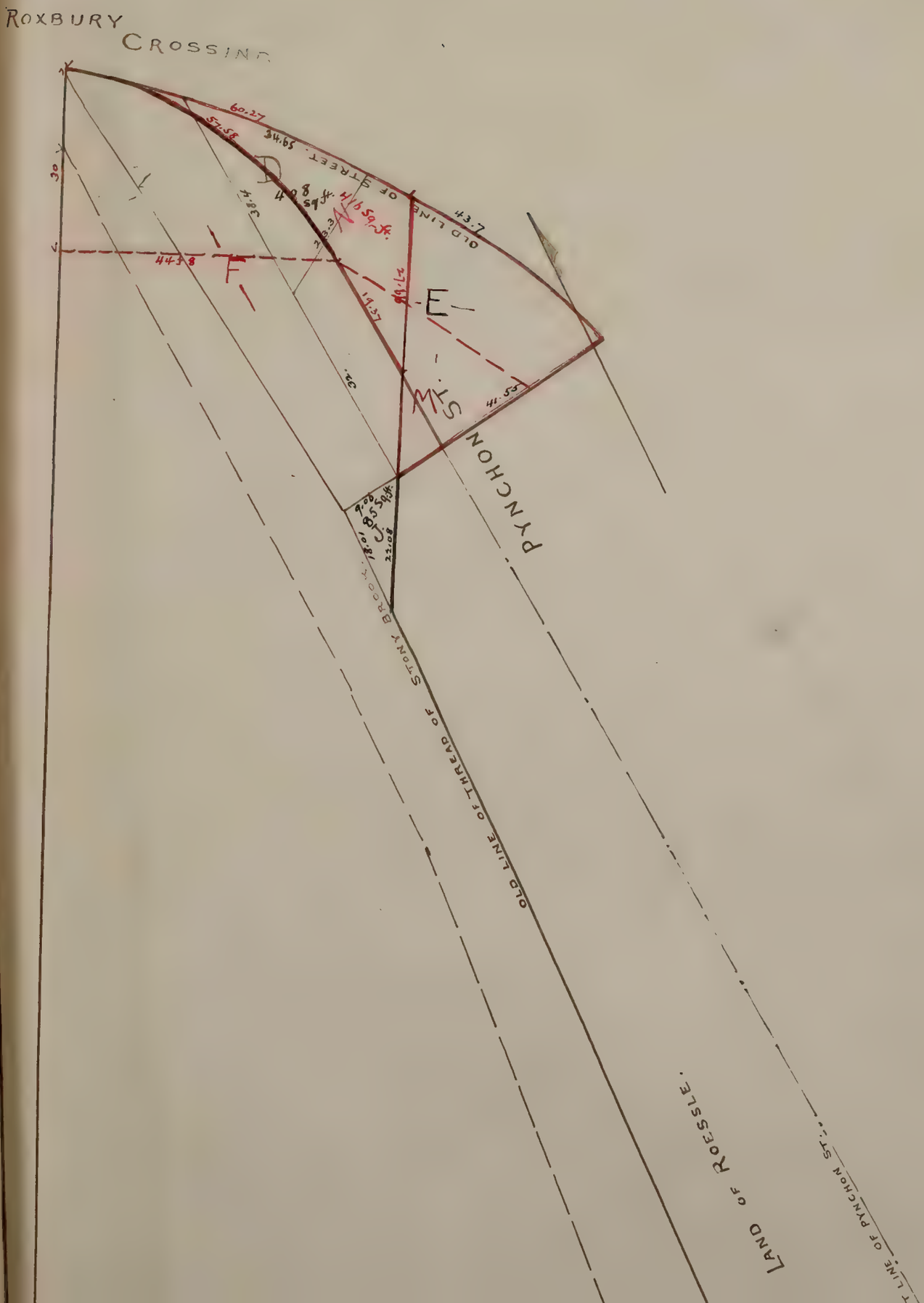
Roxbury

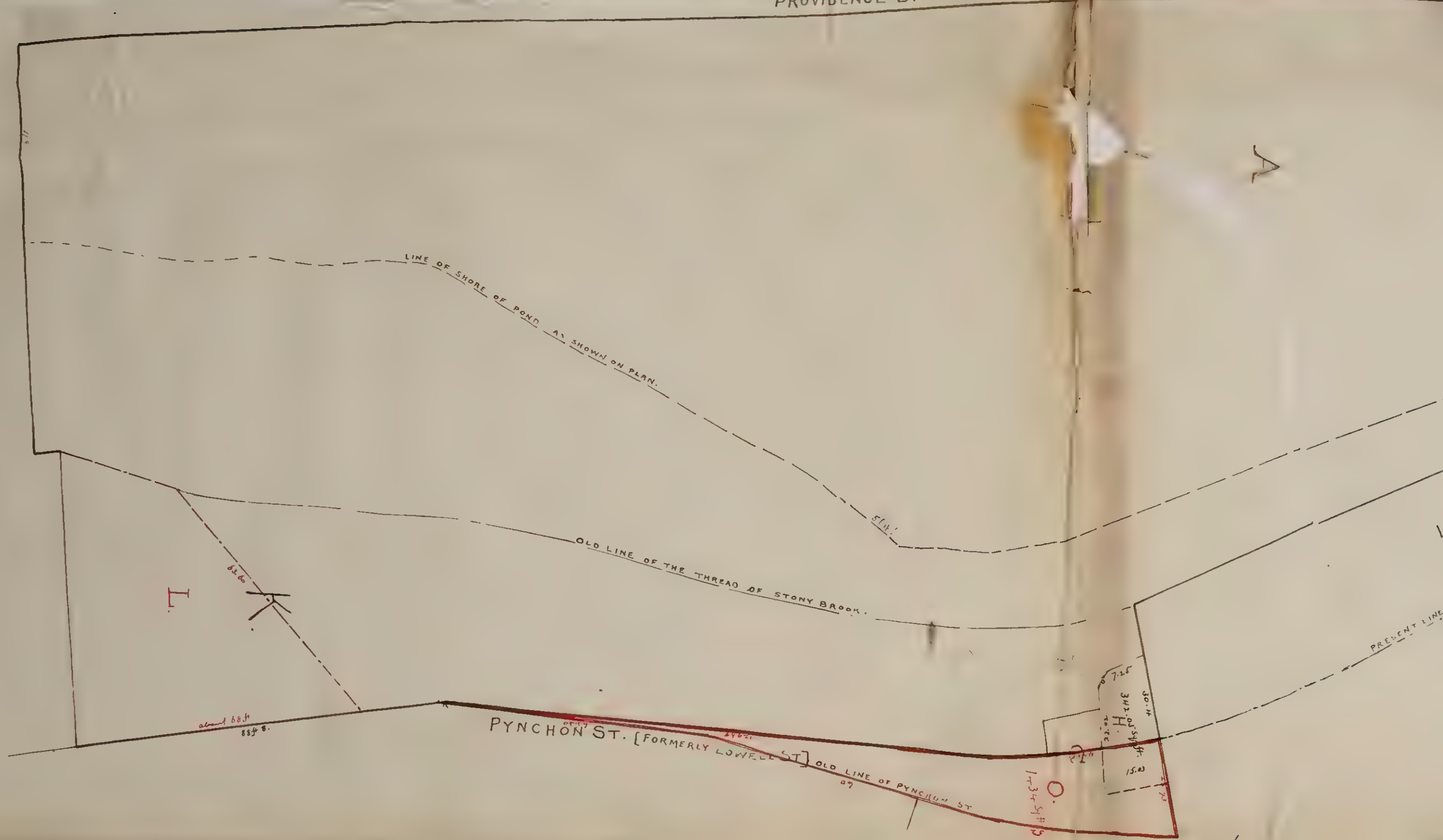
Pynchon St and Roxbury Crossing



Roxbury

Pynchon St and Roxbury Crossing.




A
LINE OF SHORE OF POND AS SHOWN ON PLAN.
OLD LINE OF THE THREAD OF STONY BROOK.
PRESENT LINE
I.
H.
O.
PYNCHON ST. [FORMERLY LOWELL ST] OLD LINE OF PYNCHON ST

Roxbury.

Pynchon St & Roxbury Crossing.

Norfolk 273.178. Charles J. Hendee to Metropolitan R.R. Co. Lot A. page 166

274.76 Pliny Safford et al to " " " " B. " 167

274.77 Mary S. Whitney " " " " " C. " 168

274.260 City of Roxbury " " " " " D. " 169

278.266 " " " " " " E " 171

The fee of Stony Brook is not conveyed by these deeds.

All the rights the company have in the portion of the Brook marked F are set forth in 278.265.

278.265. City of Roxbury to Metropolitan R.R. Co " F " 170

This deed grants right to bridge and build over Stony Brook on the portion marked F subject to certain restrictions and rights set forth therein, see deed itself page 170

279.279. Helen E. Harrington to Metropolitan R.R. Co. Lot G " 172

279.286 Rebecca Harrington et al to " " " " " " 173

281.99. George R. Sampson et al " " " " " 174

Since taken for widening of Pynchon St

281.104 John Roessle to Metropolitan R.R. Co " H & J. " 175

329.30 Henry W. Fuller to " " " " Lot K " 176

The portion of Lot K marked L is leasehold land of which the right of reversion is in Trustees of Roxbury Grammar School. The lease expires Mar. 25. 1914.

279.273. Agreement M.R.R. Co with City of Roxbury. " 177

Rights over portions of lots A. D. E & F. northeasterly of a red dotted line for widening of street. also as to a future bridge over Boston & Providence R.R.

281.104 Metropolitan R.R. Co to John Roessle. Lot M. " 178

also two other parcels since taken in the widening of Pynchon St.

Suffolk 1153.171 Metropolitan R.R. Co to City of Boston Lots N & O. " 179

1478.178 Agreement with City of Boston as to Encroachment " 180

See plan T. W. Davis May 10 1876

Plan Book page 43.

(Continued)

273.178

Know all men by these presents, that I, Charles J. Hendee of Roxbury in the County of Norfolk and Commonwealth of Massachusetts.

in consideration of four thousand eight hundred and ninety nine dollars 32/100 ~~dollars~~

paid by the Metropolitan Railroad Company,

established ~~under the~~ by laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant a corporation

corporation its successors and assigns a certain lot or parcel of land now vacant and the privileges and appurtenances thereunto belonging situated in said Roxbury and bounded and described as follows, viz;

beginning at a point on the road leading from Roxbury to Brookline thence running southwesterly bounding on the Boston and Providence Railroad five hundred and twenty one feet, thence turning at nearly a right angle and running southeasterly bounding on land formerly of John Parker twelve forty eight feet to the river thence turning and following the river course northeasterly then northerly to the point begun at five hundred and sixty four feet according to a plan made by Alexander Wadsworth Surveyor dated June 15 1844 and hereto annexed.

Also all that parcel of land flowed by the said river southerly and easterly of and adjacent to the land above described and conveyed with all the privileges and appurtenances thereto belonging; meaning hereby to convey the same premises conveyed to me by John S. Harris and Henry Smith assignees by their deed dated June 20 1844 and recorded in Norfolk County Registry of Deeds Lib 148 fol 59 including all the rights and privileges and estate in the soil flowed by said river and of using said river and the soil thereunder acquired by under, or by virtue of said deed or otherwise

remise, release and forever quitclaim unto the said

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Corporation its successors and assigns, to their use and behoof forever.

And I the said Charles J. Hendee, ~~hereby~~, for myself and my heirs, executors, and administrators **covenant** with the said corporation its successors and ~~and~~ assigns that the premises are free from all incumbrances made or suffered by me, excepting a mortgage thereof made by me to Stephen P. Fuller to secure payment of three thousand dollars with interest semiannually in advance which sum makes part of the consideration of these presents above expressed and is to be assumed and paid by said corporation.

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said ~~and~~ corporation its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me (except those claiming under said mortgage) but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said Charles J. Hendee and I, Adeline wife of said Hendee as well in testimony of my release of all homestead exemption rights as in token of my release of all right and title of or to dower in the granted premises have hereunto ~~hereto~~ set our hands and seals this eighteenth day of February in the year of our Lord ~~one thousand~~ eight hundred and fifty nine

Signed and sealed in presence of &c

Chas J. Hendee (Seal)

Adeline Hendee (Seal)

Commonwealth of Massachusetts. Suffolk ss. February 18 1859. Then personally appeared the above-named Charles J. Hendee and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

Wm B. Dorr Justice of the Peace.

February 19 1859 ~~188~~, h m. M. Received and entered with Norfolk Deeds, libro 273 folio 175

Attest: Enas Foord. Register.

274.76

Know all men by these presents, that we Pliny Safford of Westminster in the County of Windham and State of Vermont, Physician, and Sophia wife of said Safford in her right in consideration of twenty five dollars paid by the Metropolitan Railroad Company ..... a corporation established ~~under the~~ by laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant, remise, release and forever quitclaim unto the said Corporation and their assigns a certain strip or parcel of land lying in Roxbury in the County of Norfolk and Commonwealth aforesaid and bounded

Southerly by land now or late of representatives of Joseph Harrington deceased westerly by Stony River, northerly by land now or late of the representatives of William Shore deceased and easterly by Lowell Street or however otherwise bounded or described Meaning hereby to release to said Corporation all our right title interest and estate in land to the narrow gore or strip of land between said Lowell Street and said River.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Corporation ..... and their ..... assigns, to their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall~~ **warrant and defend** ~~the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof we the said Pliny Safford and Sophia Safford have hereunto ~~hereto~~ set hands and seals this fourth day of March in the year of our Lord ~~one thousand~~ eight hundred and fifty nine

Signed and sealed in presence of us

Pliny Safford (Seal)

Sophia Safford (Seal)

State of Vermont ~~Commonwealth of Massachusetts~~ Windham ss. March 9 1859 ~~188~~ . Then personally appeared the above-named Pliny Safford and Sophia Safford and acknowledged the ~~foregoing~~ above instrument to be their free act and deed before me —

Sylvester S. Stoddard Justice of the Peace.

Mch. 12 1859 ~~188~~ , h m M. Received and entered with Norfolk Deeds, libro 274 folio 96

Attest: Enos Foord Register.

274. 77

Know all men by these presents, that we, Mary S. Whitney, Widow, and Nancy Shove, widow, both of Roxbury in the County of Norfolk and Commonwealth of Massachusetts,

in consideration of one hundred and fifty dollars

paid by the Metropolitan Railroad Company,

a corporation

established ~~under the~~ by laws of the Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant, remise, release and forever quitclaim unto the said Corporation and their assigns, a certain lot or parcel of land with the privileges and appurtenances thereunto belonging situated in said Roxbury being the premises described in deed from John B. Bradley to William Shove the father of said Mary S. and the late husband of said Nancy dated March 5. 1828 and recorded in Norfolk County Registry of Deeds, Lib 55 fol. 31 as follows, viz;

"A lot or parcel of land on the westerly side of Washington Street containing sixteen rods and one quarter, beginning at a corner by the pump on Washington Street and running northwesterly seventy eight links thence running southwesterly by the sluiceway fifty links thence northwesterly twenty nine links to a bubbly brook thence southwesterly on said brook twenty two links to the Mill Dam thence southeasterly by said dam forty links thence southwesterly on the Mill pond fifty links thence southeasterly thirty seven links on land formerly of Ralph Smith thence easterly by a passage way eighty five links thence northerly by said passage way seventy links to the point of beginning" the said William Shove during his life by deed dated October 26 1835 recorded in said Registry Lib 165 fol conveyed to Guy Carlton Junior a part of the above described land bounded beginning near the corner of the shed and running by the flume southerly thirty feet then turning and running easterly twelve feet to Lowell Street then on Lowell Street thirty feet to land of Guy Carlton Senior and by said Carlton's land across to the first mentioned bound of which part we gave deeds of quitclaim to said Carlton Junior dated May 24th and June 13 1864 said Lowell Street has been laid out & made through the land here by released since said deed from said Bradley to said Shove & we mean hereby to release to said Corporation all our right title interest and estate in & to the above described premises as described in said deed of Bradley to Shove and in and to said Lowell Street and said Pond and Brook.

To have and to hold the above released premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said Corporation and their assigns, to their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall~~ **warrant and defend** ~~the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof we the said Mary S. Whitney and Nancy Shove, the said Nancy as well in testimony of her release of all other rights, as in token of her release of all right and title of or to dower in the granted premises have hereunto ~~hereto~~ set our hands and seals this third day of March in the year of our Lord one thousand eight hundred and fifty nine

Signed and sealed in presence of &c

Mary S. Whitney (Seal)

Nancy Shove (Seal)

Commonwealth of Massachusetts, Suffolk ss. March 7 1859. Then personally appeared the above-named Mary S. Whitney and Nancy Shove and acknowledged the ~~foregoing~~ above instrument to be their free act and deed before me —

Wm B Dorr Justice of the Peace.

March 12 1859 ~~186~~ , h m M. Received and entered with Norfolk Deeds, libro 274 folio 77

Attest: Geo. Foord. Register.

274 260

Know all men by these presents, that the City of Roxbury in the County of Norfolk and Commonwealth of Massachusetts

in consideration of two hundred and fifty dollars

paid by the Metropolitan Rail Road Company

.....a corporation

established ~~under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said Metropolitan Railroad Company, a certain triangular piece of land viz. said Roxbury containing four hundred and eight square feet of land and no more, bounded and described as follows viz,

northeasterly by Washington Street thirty four feet and 65/100 of a foot westerly by a line represented by a red line on the plan hereinafter mentioned thirty eight feet and 4/10 of a foot and southeasterly by a line represented by another red line on said plan twenty three feet and 3/10 of a foot containing 408 square feet according to a plan made by J. B. Moses Surveyor dated Nov 26th 1858 to which plan reference is hereby made for a more complete description and representation of the released premises said City not hereby releasing any rights in Stony Brook so called and not hereby releasing any land except the triangular piece of land containing 408 square feet laid down on said plan and included within the three lines represented by three red lines on said plan said City hereby expressly reserves to itself and its assigns and representatives all buildings on the released premises and the right to remove the same.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to its and their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~ said city not hereby making any warranty, guaranty or representation whatever

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said City of Roxbury has caused its corporate seal to be hereto affixed and these presents to be signed by Theodore Otis Mayor of said City thereto duly authorized

~~hereto set hand and seal~~ this thirty first day of March in the year of our Lord one thousand eight hundred and fifty nine

Signed and sealed in presence of &c

Theodore Otis, Mayor, (Seal)

Commonwealth of Massachusetts. Norfolk ss. March 31st 1859. Then personally appeared the above-named Theodore Otis and acknowledged the foregoing instrument to be the free act and deed of said City of Roxbury before me —

Joseph W. Tucker Justice of the Peace.

April 1 1859 ~~188~~ , h. m. M. Received and entered with Norfolk Deeds, libro 274 folio 260

Attest: Enos Foord. Register.

Pursuant to a vote of the city council of the City of Roxbury passed in April A.D. 1859 referring to the joint standing committee on streets a written communication from Hon Stephen M. Weld president of the Metropolitan Railroad company a corporation established by law of the commonwealth which communication bears date April 23 1859 with full powers to said committee in regard to said communication and pursuant to the action of said committee thereon and in consideration of an obligation in writing of even date herewith executed and delivered by said corporation to said city, the receipt whereof is hereby acknowledged said city agrees that it will not prevent said company and its assigns from properly bridging and building over so much of Stony brook in said Roxbury as belongs to said city and lies between the centre of said brook and the easterly bank thereof on land this day conveyed to said company by said city and on land conveyed to said company by said City on March 31 1859 and on that part of the westerly side of Washington street lying between the land conveyed as aforesaid on March 31 1859 and the Boston and Providence Railroad and from using and maintaining such bridge or building or buildings: provided that any building so to be hereafter erected or placed by said corporation or its successors or assigns shall be at the northwesterly boundary line of the land purchased of Charles G. Hendee by said company not less than thirty feet from the present westerly line of Washington Street, and provided that no building shall be erected or placed on any part of any of the land or premises aforesaid (being land and premises purchased of said city by deed of even date herewith and by said deed dated March 31 1859 and of and of the land & premises purchased of said Hendee) over which said company have covenanted and agreed by an obligation of even date herewith to convey to said city a right of way, and provided also that said bridge or building shall in no wise impede said brook or the flow or running of the water therein or interfere with the rights of any persons therein or interfere with said city's right of drainage or sewerage therein or with any rights reserved to said city by deed of said city to said company of even date herewith to which reference may be had; said city however expressly reserving to itself & its successors and assigns the right to use said brook for drains and all the purposes of sewerage and drainage and the right of discharging sewers and drains therein and the right to do any and all acts and things for and concerning said brook for accomplishing and securing all the purposes of sewerage and drainage and said city also reserving the right (if it shall so elect) of taking and using for the purposes of a street or way or of widening said Washington Street the land so to be bridged as aforesaid and the said bridge to the extent mentioned in said obligation without paying any compensation or damage to said company and also the right of taking and using other land for a street or way or of widening said street without paying compensation or damage in the manner and to the extent mentioned in said obligation.

Signed and delivered this eighteenth day of July A.D. 1859.

City of Roxbury by Theodore Otis, mayor.

In presence of &c

~Commonwealth of Massachusetts.~

Suffolk ss Boston July 26 1859. Then personally appeared the above named Theodore Otis and acknowledged the above instrument to be the free act and deed of the City of Roxbury. before me

Wm B. Dorr. Justice of the Peace.

July 28. 1859 Received, Entered and Examined by,

Enos Fobid Reg.

278-266

Know all men by these presents, that the City of Roxbury in the County of Norfolk and Commonwealth of Massachusetts

in consideration of eight hundred dollars

paid by the Metropolitan Railroad Company

a corporation

established ~~under the~~ by laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Metropolitan Railroad Company and their assigns a certain lot or parcel of land in said Roxbury, bounded northeasterly by Washington street forty three feet and 7/10 of a foot southwesterly by land now or late of J. Roessle forty one feet and 55/100 of a foot westerly by the easterly side of Stony brook thirty two and 4/10 feet and northwesterly by land conveyed by said city to said company by deed dated March 31 1859 and recorded in Norfolk Registry of Deeds Lib 274 fol 260 twenty three feet and 3/10 of a foot containing according to a plan made by C. J. Mason surveyor dated November 26 1858 and to be recorded with Norfolk Deeds eleven hundred and seventy seven square feet: also all said city's right title and interest and estate in and to so much of the bed of Stony brook as lies between the centre of Stony brook and the westerly boundary of the land above described except as hereinafter mentioned; said city expressly reserves to itself its successors and assigns the right to use said brook for any and all the purposes of sewerage and drainage and the right of emptying and discharging sewers and drains therein and the right to do any and all acts and things in and concerning said brook for accomplishing and securing all the purposes aforesaid, said city also reserving the building standing on the land before described as mentioned in an obligation from said company to said city of even date herewith to which obligation reference may be had and the right to take and use the premises hereby released for a street or way or to widen said street without compensation in the manner and to the extent mentioned also reserving to said city its successors and assigns all rights powers and privileges reserved, given or granted to said city by said obligation and this conveyance is made subject to all the aforesaid reservations and also subject to the agreement and restriction that said company or their successors or assigns shall never erect or place upon the land hereby and heretofore conveyed to said company by said city or upon the land conveyed to said company by Charles J. Kendee any building or part of any building which shall be northeasterly of a line drawn southeasterly from a point in the northwesterly line of said land purchased of Kendee which point is distant southwesterly thirty feet from the present westerly side of Washington street and which line is at a right angle with said northwesterly line and running southeasterly thereof forty four and two thirds feet to a point and from thence runs more southerly but still southeasterly in a line parallel with the westerly side of said Washington street to land now or late of J. Roessle and that said city shall have the right to take, without paying any compensation or damage) the land last above described for a street or way or for the purpose of widening said Washington Street, and this conveyance is made subject to the restriction that said company or their successors or assigns shall never in any way impede or obstruct the channel or course of said stony brook or interfere in any manner with the said city's right of sewerage or drainage therein

To have and to hold the above released premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said Metropolitan Railroad Company and assigns, to their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said City of Roxbury has caused its corporate seal to be hereunto affixed, and these presents to be signed by Theodore Otis Esq mayor of said city hereunto duly authorized

~~hereto set hand and seal~~ this eighteenth day of July in the year of our Lord ~~one thousand~~ eight hundred and fifty nine

Signed and sealed in presence of &c

City of Roxbury by
Theodore Otis, mayor (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston July 20 1859. Then personally appeared the above-named Theodore Otis and acknowledged the ~~foregoing~~ above instrument to be ~~the~~ free act and deed of the City of Roxbury.

before me —

Wm B Dorr Justice of the Peace.

July 28 1859 ~~108~~ , h m M. Received and entered with Norfolk Deeds, libro 278 folio 266

Attest: Enos Foord Register.

To all persons to whom these presents shall come I, Hellen E. Harrington of Roxbury in the County of Norfolk in the State of Massachusetts guardian to Helen J. Harrington of said Roxbury minor child of Joseph Harrington late of San Francisco in the County of San Francisco California deceased send greeting; Whereas by an order of the Court of Probate begun and held at Roxbury within the County of Norfolk on the fourth Tuesday of August last past, I the said Helen E. Harrington Guardian was licensed and empowered to sell and have deeds to convey all the right and interest which said Minor had in the real estate hereinafter described and whereas I the said Helen E. Harrington guardian having given public notice of the intended sale by printing a notification thereof three weeks successively in the newspaper called the Boston Post printed in Boston in the County of Suffolk agreeably to the order and direction of said court and having given the bond and taken the oath by law in such cases required previous to fixing upon the time and place of said sale did on the sixth day of September current pursuant to the license and notice aforesaid sell by public auction all the right and interest which said minor had, viz; one undivided seventh part of the real estate hereinafter described to the Metropolitan Railroad Company a corporation established by law for the sum of twenty dollars, said corporation being the highest bidder therefor; now therefore know ye that I the said Helen E. Harrington guardian by virtue of the power and authority in me vested as aforesaid and in consideration of the aforesaid sum of twenty dollars paid by the said Corporation, the receipt whereof is hereby acknowledged do hereby grant, bargain sell and convey unto the said Corporation and their assigns one undivided Seventh part of two lots of land situated in said Roxbury one of which is bounded westerly on Stony river southerly on land formerly of Jonathan Dorr easterly on land formerly of Sophia Smith and northerly by a dam. The other of said lots adjoins the above between Lowell Street and said River and is bounded southerly by land formerly of Annin and northerly by land formerly of said Sophia

To have and to hold the aforegranted premises to the said Corporation and its assigns to their use and behoof forever and I the said Helen E Harrington for my self and my heirs executors and administrators do hereby covenant with the said corporation and its assigns that in pursuance of the license aforesaid I took the oath and gave the bond by law required and gave public notice of said sale as above set forth.

In witness whereof I the said Helen E. Harrington Guardian have hereunto set my hand and seal this — day of — in the year of our Lord one thousand eight hundred and fifty nine.

(Signed sealed &c &c

Helen E. Harrington, Guardian. (Seal)

Commonwealth of Massachusetts

Suffolk S.S. Boston September 6. 1859. then personally appeared the above named Helen E. Harrington and acknowledged the above instrument to be her free act and deed. before me,

Wm B. Dorr, Justice of the Peace.

Sept 7 1859 Recd, Entered and Examined by

Enos Foold Reg.

279. 286

Know all men by these presents, that we Rebecca Harrington, widow, Henry F. Harrington, clergyman, George Harrington, merchant, Henry L. Cobb and Sophia his wife in her right William H. Goddard and Eliza R. his wife ~~dollars paid by the~~ in her right, and Edward B. Harrington and Helen E. Harrington widow in consideration of one hundred and twenty dollars paid by the Metropolitan Railroad Company a corporation established ~~under the~~ by laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said corporation and their assigns a certain lot or parcel of land and the privileges and appurtenances thereunto belonging situated in Roxbury in the County of Norfolk and Commonwealth aforesaid and bounded westerly on Stony River southerly on land formerly of Jonathan Dorr easterly on land formerly of Sophia Smith and northerly by a dam erected by Samuel Wait containing half an acre more or less meaning hereby to convey the land within the above boundaries which is and has been usually flowed by means of said Wait's dam and meaning hereby to convey the same premises conveyed to the late Joseph Harrington senior deceased by Sophia Smith (now Sophia Safford by deed dated April 4 1818 recorded in Norfolk County Registry of Deeds Lib 80 fol 261.

Also a strip or gore of land adjoining the above bounded westerly by the above described lot northerly by a strip of land now or formerly of said Sophia Smith or Safford easterly by Lowell street and southerly by a strip of land formerly of Anonymous being part of the land conveyed to said Joseph Harrington Senior deceased by Phinis and the said Sophia Safford by their deed dated April 7 1827 recorded in said Registry Lib 81 fol 230.

To have and to hold the above released premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said Corporation and assigns, to their use and behoof forever.

And we the said releasors hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said Corporation and their assigns that the premises are free from all incumbrances made or suffered by us

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said Corporation and their assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said releasors and we Elizabeth wife of the said Henry F. Harrington and Mary J wife of the said Charles F. Harrington in token of our release of all right and title of or to dower in the granted premises have hereunto ~~hereto~~ set our hands and seals this fourteenth day of March in the year of our Lord ~~one thousand~~ eight hundred and fifty nine

Signed and sealed in presence of

Rebecca Harrington (Seal)
Edward B. Harrington by his atty Chas F. Harrington (Seal)
Geo. Harrington (Seal)
Henry F. Harrington (Seal)
Elizabeth D. Harrington (Seal)
Chas F. Harrington (Seal)
Henry L. Cobb (Seal)
Sophia S. Cobb (Seal)
Mary J. Harrington
Helen E. Harrington
Eliza R. Goddard by her atty Chas F. Harrington
Wm H. Goddard by his atty Chas F. Harrington
Chas F. Harrington (Seal)

Commonwealth of Massachusetts. Suffolk ss. August 22 1859 ~~186~~. Then personally appeared the above-named Chas F. Harrington and acknowledged the foregoing instrument to be his free act and deed before me

Wm B. Dorr Justice of the Peace.

September 8 1859 ~~186~~, h. m. M. Received and entered with Norfolk Deeds, libro 279 folio 286.

Attest: Enos Foord Register.

281-99

171

Know all men by these presents, that we George R Sampson of Brookline in the County of Norfolk and Lewis W. Tappan of Boston in the County of Suffolk and Commonwealth of Massachusetts merchants in consideration of three hundred dollars to us ~~dollars~~ paid by the Metropolitan Railroad Company a duly established ~~under~~ by the laws ~~of the~~ in said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant, remise, release and forever quitclaim unto the said Corporation is successors and assigns a certain lot or parcel of land and the privileges and appurtenances thereunto belonging situated in Roxbury in the county of Norfolk and commonwealth aforesaid adjoining land now or formerly of John Roessle and bounded and described as follows, viz beginning near the corner of the shed situated on land now or formerly of said Roessle and running by the flume southerly thirty feet more or less thence turning and running easterly five feet more or less on land of the late William Shore deceased to Lowell street thence on said Lowell street thirty feet more or less to land now or late of said Roessle thence by said land of Roessle to the bounds first mentioned or however said premises may be bounded or described meaning the same lot of land conveyed to us by Charles J. Hendee by his deed dated May 30 1859.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Metropolitan Railroad Company its successors and assigns, to their use and behoof forever.

And we the said Geo. R. Sampson & Lewis W. Tappan ~~hereby~~, for ourselves and our heirs, executors, and administrators do covenant with the said Corporation and its successors and assigns that the premises are free from all incumbrances made or suffered by us

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said Corporation ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said George R Sampson, being a widower and Lewis W. Tappan together with my wife Mary Coffin Tappan in token of her release of all her right of dower & homestead in the premises have hereunto ~~hereto~~ set our hands and seals this tenth day of October in the year ~~one thousand~~ nineteen eight hundred and fifty nine

Signed and sealed in presence of &c

Geo. R. Sampson (Seal)
Lewis W. Tappan (Seal)
Mary C. Tappan (Seal)

Commonwealth of Massachusetts. Suffolk ss. Oct 21 1859 ~~186~~. Then personally appeared the above-named George R. Sampson and Lewis W. Tappan and acknowledged the foregoing instrument to be their free act and deed before me —

Geo. B. Upton Justice of the Peace.

Oct 24 1859 ~~186~~, h. m. M. Received and entered with Norfolk Deeds, libro 281 folio 99

Attest: Enos Ford. Register.

281. 104

175

Know all men by these presents, that I, John Roessle of Roxbury in the County of Suffolk and Commonwealth of Massachusetts, one, viz,

in consideration of one dollar to me paid by the Metropolitan Railroad Company ~~dollars~~

duly established ~~under the~~ by laws ~~of the~~ in said Commonwealth ~~of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said corporation its successors and assigns the following parcels of land situate on and near Washington street and Lovell street in said Roxbury, bounded and described as follows viz,

One parcel bounded northerly on land of said Roessle there measuring thirty feet 4/100 westerly on Stony brook seven feet 25/100 feet southwesterly five feet and southerly twenty three feet 2/100 on land late of Shore, now of said corporation and easterly on land late of Sampson & Tappan now owned by this corporation fifteen feet 3/100 containing 842 5/100 square feet.

The other parcel is a triangular shaped piece making part of the bed of Stony brook bounded as follows

easterly on land of said Roessle there measuring twenty two feet 8/100 southeasterly on the centre of said brook eighteen feet 1/100 and northwesterly on land of — on a line in extension of the westerly end of a brick building of said Roessle measuring on this line nine feet 6/100 containing eighty five square feet or however other wise bounded said parcels of land may lie with the privileges and appurtenances the first parcel being marked A on a plan by Wm A. Garbett dated August 20 1859 and the 2nd parcel marked A on another plan by said Garbett dated August 22 1859.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said corporation its successors and assigns, to its and their use and behoof forever.

And I the said John Roessle ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said corporation its ~~and~~ successors and assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said corporation its ~~and~~ successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said John Roessle together with my wife Catherine T. Roessle in token of her release of all her rights of dower or homestead in the above premises have hereunto ~~hereto~~ set our hands and seals this eleventh day of October in the year of our Lord ~~one thousand~~ eight hundred and fifty nine

Signed and sealed in presence of &c

John Roessle (Seal)

Catherine T. Roessle (Seal)

~~Commonwealth of Massachusetts.~~ Norfolk ss. Oct 24 1859 ~~188~~ . Then personally appeared the above-named John Roessle and acknowledged the foregoing instrument to be his free act and deed before me —

Joseph H. Tucker Justice of the Peace.

Oct 25 1859 ~~188~~ , h. m. M. Received and entered with Norfolk Deeds, libro 281 folio 104

Attest: Elias Ford, Register.

329 - 30.

Know all men by these presents, that I, Henry Weld Fuller of Roxbury in the County of Norfolk and state of Massachusetts, Esquire

in consideration of four hundred dollars

paid by the Metropolitan Railroad Company

a corporation

established under the laws of ~~the Commonwealth of Massachusetts,~~ said state the receipt whereof is hereby acknowledged, do hereby for myself and my heirs remise, release and forever quitclaim unto the said Metropolitan Railroad Company all the right, title, claim and interest that I have in and to a parcel of land situated in said Roxbury near the pond and dam on Stony river, so called, between the brick stables of said company and Lowell Street, so called, bounded as follows, namely easterly by said Lowell street eighty eight feet, eight inches more or less, westerly by the water, and land under the same, now belonging to said Metropolitan Railroad Company (formerly of Harrington) and northerly and southerly by land formerly of Jonathan Dorr, or however otherwise the same may be bounded or described

meaning to quitclaim all I have any title to on the westerly side of said Lowell street be it more or less. reserving only the right of drainage for my estate on the easterly side of said street in a proper manner, across the same

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Metropolitan Railroad Company their successors and assigns, to their use and behoof forever.

And I the said ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said Metropolitan Railroad Co their successors and assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said Metropolitan Railroad Company ~~and~~ their successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said Henry W. Fuller and I Mary T. Fuller wife of said Henry in token of my relinquishment of all rights of dower or homestead, and all other rights in the said premises have hereunto ~~hereto~~ set our hands and seals this twelfth day of December in the year of our Lord one thousand eight hundred and sixty four

Signed and sealed in presence of &c

Henry W. Fuller (Seal)

Mary T. Fuller (Seal)

~~Commonwealth of Massachusetts.~~ Suffolk ss. Dec 12 1864 ~~188~~ . Then personally appeared the above-named Henry W. Fuller and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

N. B. Bryant Justice of the Peace.

Dec 27 1864 ~~188~~ , h m. M. Received and entered with Norfolk Deeds, libro 329 folio 30

Attest: James Ford Register.

Know all men by these presents that the Metropolitan Railroad Company a corporation established by the laws of the Commonwealth of Massachusetts in consideration that the City of Roxbury in the County of Norfolk & Commonwealth aforesaid has by deed of even date herewith conveyed to said Company a lot of land near Waits Mill so called in said Roxbury lying between the westerly side of Washington Street and Stony Brook on which lot stands a building belonging to said City occupied by a City hose company and for divers other valuable considerations the receipt whereof is hereby acknowledged doth hereby covenant promise and agree to & with said City that if said City shall within one year from date hereof determine to remove said building to some other place in said City to be there used for the same purposes for which it is now used, the said Company on notice of such determination and on request by said City will either at their own cost and expense remove said building to such other place within said City as shall be by said City designated or (at the option of said Company) will pay said City the sum of fifty dollars toward the expense of such removal it being understood that said City shall cause said building to be removed within said term of one year, otherwise shall forfeit to said corporation and that said corporation is not to be liable to contribute anything towards the expense of said removal or to remove the same in case the building is sold by said City or in case the City remove said building to be used for any other purpose than that for which it is now used, and further for the consideration aforesaid said Railroad Company covenants and promises with & to said City that if the City Council of said City shall notify said railroad Company of their intention to widen said Washington Street on the westerly side thereof between the crossing of the Boston and Providence Railroad Company & any point south of said land this day conveyed by said City as aforesaid the said Metropolitan Railroad Company its successors and assigns will and shall upon demand by said City without further compensation or consideration by proper deeds or instruments duly executed and delivered release to said City the right of way forever in and upon so much of the land conveyed to said Corporation by Charles J. Hendee situated on the westerly side of said Stony Brook & m & upon so much of the land conveyed to said Railroad Company by said City by said deed of even date herewith and by a deed dated March 31 1859 recorded in Norfolk Registry of Deeds Lib 274 fol 260 as lies northeasterly of a line drawn southeasterly from a point in the northwesterly boundary line of said land conveyed by said Hendee & which point is distant southwesterly thirty feet from the present westerly side of Washington Street and which line (so drawn southeasterly as aforesaid) is at a right angle with said northwesterly boundary line and runs southeasterly therefrom forty four & two thirds feet & then continues southeasterly (but more southerly) one line parallel with the westerly side of Washington Street to land ~~land~~ now or late of J. Poessle and said Railroad Company shall so convey said right of way as aforesaid without further compensation & shall not claim or have any compensation for damages for or on account of the taking of said land for the purpose of widening said Washington Street as aforesaid by said City. And said Metropolitan Railroad Company further covenants and agrees to & with said City that if at any time hereafter the said Boston and Providence Railroad Company shall bridge Washington Street over the road of said Boston and Providence Railroad Company the said Metropolitan Railroad Company or their successors or assigns will not nor shall claim of said City any damages or compensation for any injury caused thereby to any land now owned by said Metropolitan Railroad Company or to the land this day conveyed by said City as aforesaid, but will & shall seek redress for such injury only against said Boston & Providence Railroad Company.

In testimony whereof the said Metropolitan Railroad Company have caused their corporate seal to be hereunto affixed and this instrument to be signed by Stephen M. Weld President and Countersigned by Charles Boardman Treasurer of said Company thereunto authorized by a vote a copy of which is hereto annexed this eighteenth day of July in the year eighteen hundred and fifty nine

Witness.
William Edson.

{ S. M. Weld, President of M. R. R. Co. (Seal)
{ Charles Boardman, Treasurer.

Commonwealth of Massachusetts

Suffolk s.s. Boston, July 26 1859. then personally appeared the above named Stephen M. Weld and acknowledged the above instrument to be the free act and deed of the Metropolitan Railroad Company, before me,

Wm. B. Dorr. Justice of the Peace.

At a meeting of the Directors of the Metropolitan Railroad Company held at the rooms of the Company in Tremont Street on Monday July 18 1859 the President presented an obligation from this company to the City of Roxbury bearing date July 18 1859 On motion of Mr Hooper **Voted** that the President and Treasurer are hereby authorized

to affix the corporate seal of this company thereto and on behalf of this Company to sign and deliver said obligation to said City with a copy of this vote endorsed thereon attested by the Secretary _____ A true copy from the records Attest Charles Boardman Secretary.

Sept ~ 1850 Rec^d, entered & examined by Enos Foord Reg.

281-104

178

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established by law in said Commonwealth

in consideration of one dollar to it ~~dollars~~

paid by ~~the~~ John Roessle of Roxbury in the County of Norfolk and Commonwealth of Massachusetts ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said

John Roessle his heirs and assigns a certain parcel of land situated on Lowell Street in said Roxbury bounded as described as follows, viz;

eastly on said Lowell street there measuring eleven feet 8/100 southerly on land late of Simpson now of said company nine feet westerly on land of said Roessle nine feet 35/100 and northerly on land of said Roessle on a bend line ten feet 35/100 being lot marked B on plan by Wm A. Garbett dated Aug 20 1859 and containing ninety seven square feet.

Also another parcel of triangular shape in the rear of Washington street bounded as follows,

easterly on land of said Roessle there measuring twenty five feet 25/00 southwesterly on a passage way used by said company twenty six feet 9/00 and northerly on the parcel next herein after described twenty three feet 15/100 containing 270 8/100 square feet

Also another parcel situate on said Washington Street bounding northerly on said Washington street there measuring thirty eight feet easterly on land of said Roessle sixteen feet 3/100 southerly on the parcel last above described twenty three feet 15/100 and westerly on said passage way seventeen feet three one hundredths; containing 458 6/100 square feet this last parcel being subject to the right of the City of Roxbury to take and use the same for the purposes of a highway whenever they may deem it expedient to widen said Washington street. said last two parcels are marked B on a plan by said Garbett dated August 22 1859.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said John Roessle his heirs and assigns, to his and their use and behoof forever.

And the said corporation ~~hereby~~, for itself and successors ~~and~~ doth ~~heirs, executors, and administrators~~ **covenant** with the said ~~and~~ ~~assigns that the~~ John Roessle his heirs and assigns that the premises are free from all incumbrances made or suffered by it, except said claim of said City of Roxbury

and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the same to the said John ~~and~~ Roessle his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under it but against none other.

And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said Corporation hath caused its corporate seal to be hereunto affixed and these presents to be signed on its behalf by Stephen M. Weld its President hereunto authorized

~~hereto set~~ ~~hand and seal~~ this eleventh day of October in the year ~~one thousand eight~~ nineteen hundred and fifty nine

Signed and sealed in presence of —

S. M. Weld President of Metropolitan Railroad Company (Seal)

~~Commonwealth of Massachusetts.~~ Norfolk ss. 188 . Then personally appeared the above-named S. M. Weld President of Metropolitan Railroad Company and acknowledged the foregoing instrument to be his free act and deed before me —

Joseph W. Tucker Justice of the Peace.

Oct 25 1859 188 , h m M. Received and entered with Norfolk Deeds, libro 281 folio 104

Attest: Thos Todd Register.

1153-171

Know all men by these presents, that the Metropolitan Railroad Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of twenty four hundred and ninety six and 44/100 (2496 44/100) dollars to it ~~dollars~~ paid by the City of Boston

~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston and its assigns forever two certain parcels of land situated in Pynchon Street in that part of said Boston formerly the City of Roxbury, bounded as follows, to wit; the first parcel is bounded, Westwardly by the present line of Pynchon Street as established by a resolve of the Board of Street Commissioners of the said City of Boston passed June 10 1872 there measuring nineteen and 37/100 (19 37/100) feet; again Westwardly by the same in a curve of sixty three (63) feet radius fifty seven and 58/100 (57 58/100) feet: Northeastwardly by the former line of Pynchon Street sixty and 27/100 (60 27/100) feet and Southeastwardly by land formerly of John Roessle twenty seven and 66/100 twenty seven and 66/100 (27 66/100) feet.
Containing four hundred and sixteen (416) square feet of land more or less.

The second parcel is bounded Northwestwardly by said present line of Pynchon Street there measuring one hundred and twenty nine and 68/100 (129 68/100) feet: again Northwestwardly by the same on a curve of one hundred and sixty (160) feet radius forty and 5/100 (40 5/100) feet. Northwardly by land formerly of John Roessle twenty two and 93/100 (22 93/100) feet and Southeastwardly by said former line of Pynchon Street on three lines, fifty two (52) sixty (60) and sixty five and 30/100 (65 30/100) feet respectively. Containing fourteen hundred and thirty four (1434) square feet of land more or less.
Being shown on a plan made by Thomas W Davis City Surveyor dated May 17 A. D. 1872 and deposited in the office of the said City Surveyor. The above granted premises were taken by a Resolve of the Board of Street Commissioners of the said City of Boston to widen said Pynchon Street passed June 10 A. D. 1872 reference to which is hereby had and are to be used for the purposes of a public street of said City of Boston and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of said taking. And the grantor does for itself and its successors covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof. But the liability of the grantor on account of this covenant is in no case to exceed the amount herein before expressed as the consideration hereof.

To have and to hold the aforegranted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said City of Boston its successors ..... and ..... assigns, ~~to~~ in fee simple ~~their use and behoof~~ forever.

~~And hereby, for and heirs, executors, and administrators~~ **covenant** ~~with the grantee and assigns that lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that have good right to sell and convey the same as aforesaid; and that will and heirs, executors, and administrators shall~~ **warrant and defend** ~~the same to the grantee and assigns forever against the lawful claims and demands of all persons~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said Metropolitan Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John W Draper its President and Charles Boardman its Treasurer being thereto duly authorized ~~hereto set hand and seal~~ this fifteenth day of April in the year of our Lord one thousand eight hundred and seventy three

Signed and sealed in presence of &c

The Metropolitan Railroad Company
by John W. Draper, President.
Charles Boardman Treasurer
(Corporate Seal.)

~~Commonwealth of Massachusetts. ss. 186 . Then personally appeared the above named and acknowledged the foregoing instrument to be free act and deed before me —~~

~~Justice of the Peace~~

~~188 h m M. Received and entered with Deeds, libro folio~~

~~Attest:~~ ~~Register.~~

At a meeting of the Directors of the Metropolitan Railroad Company held at their office in Boston March 4 1873 "The subject of the sale to the City of Boston of two parcels of land on Pynchon Street, said parcels of land having been taken by the City to widen said Pynchon Street the same being sold for the sum of twenty four hundred and ninety six dollars and forty eight cents ($2496 48/100) and also of a certain parcel of land on Stoughton Street taken by the City to widen said Stoughton Street, the same being sold for the sum of thirteen hundred and eighty dollars and forty five cents ($1380 45/100) having been considered it was **Voted** That the President and Treasurer release to the City of Boston two parcels of land on Pynchon Street for the sum of $2496 48/100 and one parcel of land on Stoughton Street for the sum of $1380 45/100 – Said parcels of land having been taken by the City for the purpose of widening the said streets respectively _____ A true copy, Attest Jas. P. Cloutman Secretary _____ Also at a meeting of the Directors of the Metropolitan Railroad Company held at their office April 8 1873 it was **Voted**, That the President and Treasurer be authorized to execute a quitclaim deed, with special warranty, of land on Stoughton and Pynchon Streets to the City of Boston (See vote in Record of Regular Meeting March 4 1873) _____ A true copy. Attest Jas P. Cloutman Secretary _____

Commonwealth of Massachusetts.

Suffolk ss. Boston April 15. 1873. Then personally appeared the above named John W. Draper President and Charles Boardman Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Metropolitan Railroad Company. before me.

H. Jewell, Justice of the Peace.

Approved. City Solicitor

April 15 1873 at one o'clock and fifty five minutes P.M. Received Entered and Examined Attest Thos. T. Temple Reg.

Whereas the Metropolitan Railroad Company a Corporation established by law in Boston in the County of Suffolk and Commonwealth of Massachusetts has encroached upon Pynchon street in that part of said Boston called Roxbury by setting a wooden building used as a car-house over the line and upon a portion of said street as shown on a plan made by Thomas W. Davis City Surveyor of the City of Boston dated May 10 1876 and deposited in the office of said City Surveyor, Now therefore, Know all Men by these Presents that the said Metropolitan Railroad Company in consideration of the premises and of One Dollar to them paid by the City of Boston the receipt whereof is hereby acknowledged do hereby for themselves their successors and assigns declare and covenant and agree to and with the said City that they shall not claim or have any right or interest in or to that portion of said Pynchon street now covered by said building by virtue of said encroachment or occupation by said building or of any continuation thereof for any length of time, in case said City shall suffer said occupation or encroachment to continue and that they will whenever required so to do by said City remove said building from said street and that whenever said building shall be removed or in any way destroyed or demolished they shall not make or have any claim to any further occupation of any portion of said street with said building or any other building or structure.

In witness whereof the said Metropolitan Railroad Company have caused their corporate seal to be hereto affixed and these presents to be signed by their President hereto duly authorized this seventeenth day of May A. D. eighteen hundred and seventy six.

Signed and sealed &c

C. A. Richards
President M. R. R. Co (Corporate Seal)

Commonwealth of Massachusetts

Suffolk S.S. Boston May 17 1876. Then personally appeared the above named Metropolitan Railroad Company by C. A. Richards its President and acknowledged the foregoing instrument to be the free act and deed of said Company before me, C. F. Mc Cleary, Justice of the Peace.

December 16 1879 at Two o'clock and Nineteen Minutes P. M. Received, Entered and Examined. Attest, Thos. F. Temple Reg.

City of Boston
Taking of Land for Stony Brook

In Board of Aldermen June 21 1880, Ordered, That whereas, by Chapter 196 of the acts of the year 1874 the City of Boston was authorized for the purpose of surface drainage, to remove obstructions in or over Stony Brook and the tributaries thereof, so far as the said brook and tributaries flow within the limits of said City to divert the water thereof and alter the course and deepen the channel thereof, and, the more effectually to make said improvements, to take or purchase land not exceeding four rods in width on either side of the present channel of said brook and of its tributaries, or of any channel in to which said waters may be diverted within the limits of said city, and whereas, said city, by its City Council, has determined in pursuance of the authority granted by said act, to establish a new location for said brook from the former boundary line between the town of West Roxbury and the City of Boston, to a point on Tremont Street at its junctive with Roxbury Street, as shown by parallel red lines on two plans marked "Plans numbers one and two, for the Improvement of Stony Brook, dated April 15 1880, which plans are to be recorded herewith in the Registry of Deeds, and whereas, the city by its City Council has determined to make and will make no change in the location or channel of said brook below the point fixed as above stated and Easterly thereof, and will take no land and do no act in reference to the improvement of said brook, under said statute, below or easterly of said point on the brook, but will leave the channel thereof in its present condition and undisturbed, **Now therefore**, for the purpose of surface drainage, and for the improvement of the channel of said brook, and in accordance with said Chapter 196 of the Acts of the year 1874, the City of Boston, by its City Council does hereby **take** the following described parcels of land **situate within** the limits of said **City** and shown upon said plans, to wit;

From John Roessle, a parcel of land, bounded &c &c &c.

From the **Metropolitan Railroad Company**, a parcel of land bounded and described as follows, viz,

Beginning at a point in the division line between said Railroad Company and John Roessle on Tremont Street at a point twenty seven feet distant Westwardly from said Tremont Street, thence running South-westerly by the red line as shown on a plan hereto fore described, two hundred and fifty nine feet to land of Henry Faff (lessee) thence North-westwardly by said land twenty three 7/10 feet, thence North-eastwardly and Northwardly by the red line shown on said plan, five hundred and fifteen 5/10 feet to Roxbury Street; thence Southwardly by Roxbury Street, twenty feet to land of John Roessle; thence by land of said Roessle by an irregular line, being the centre of the present channel of Stony Brook, to the division line first described; thence by said line to the point of beginning; containing seven thousand six hundred and twenty square feet more or less

From various other persons parcels of land which are described by metes and bounds.

Reserving however, to the owners of said several parcels of land, their heirs, successors, and assigns, the right to erect and maintain buildings over and upon said brook and to use the waters of said brook, so far as said acts may not obstruct the free flow of said waters, it being the intention of this taking to acquire merely the right to improve the channel of said brook. In board of Aldermen June 21 1880 Passed. Sent down for concurrence Hugh O'Brien Chairman

In Common Council June 21 1880 Passed in concurrence Harvey N. Shepard, President

Approved June 26 1880 Frederic O. Prince Mayor.

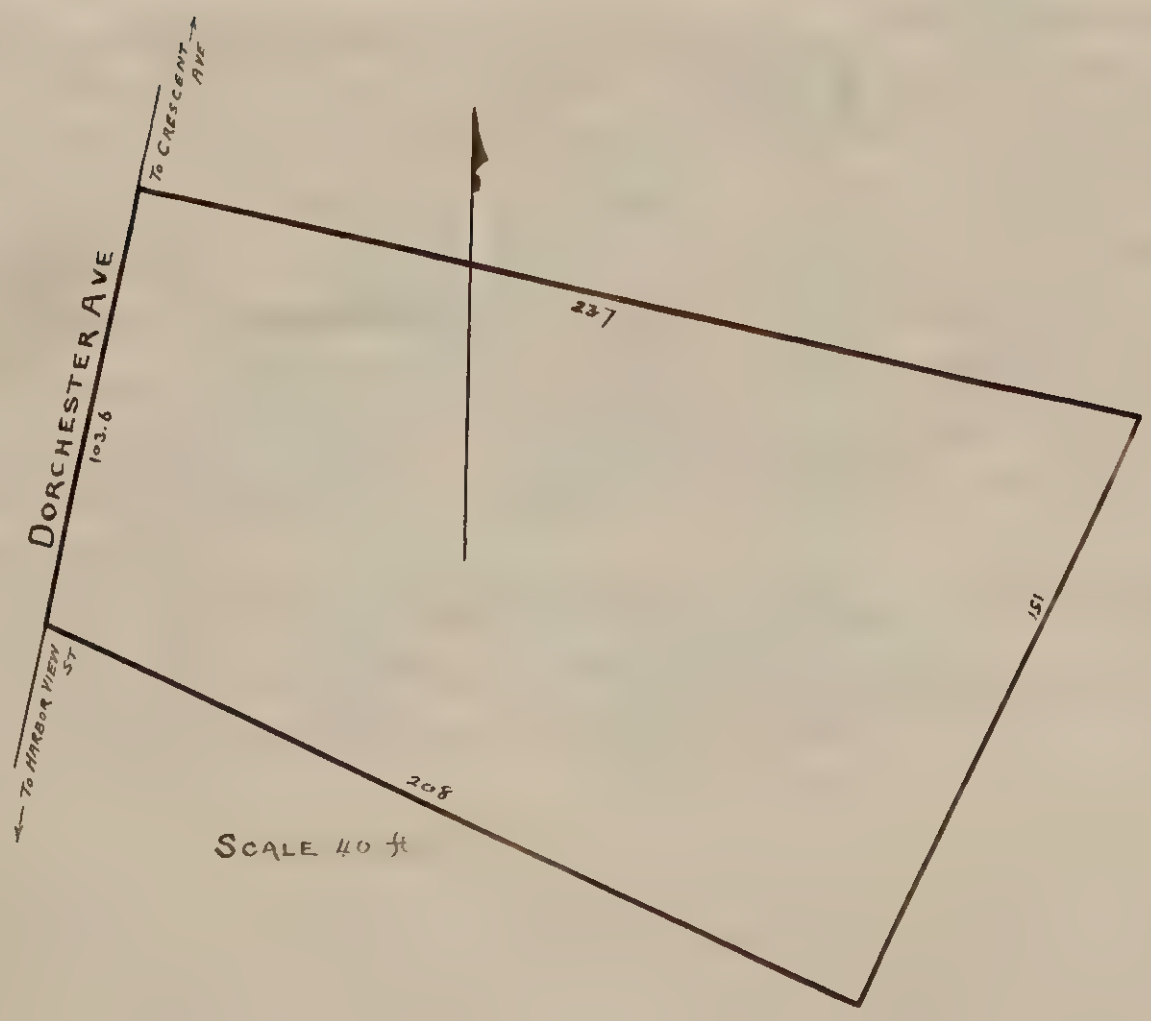
I, Frederic O. Prince, Mayor of the City of Boston, in accordance with the provisions of Chapter 196 of the Acts of 1874 do hereby certify that the lands described in the foregoing instrument were, and are taken pursuant to the provisions of said Act and that the foregoing is a true copy of the description of the lands so taken.

In witness whereof I have caused the seal of the said City of Boston to be hereto affixed and have hereto set my hand this twenty sixth day of June A.D. 1880

Frederick O. Prince, Mayor Boston.
(Corporate Seal)

July 2 1880 at nine o'clock and ten minutes A.M. Received, Entered, and Examined,
Attest, Thos. F. Temple Reg.

Dorchester Dorchester Ave.



Suffolk Reg. 1867-499. Winthrop M. Merrill to West End St. Rwy Co. page 183
Subject to Mortgage 1766.106 which was assigned
to W.E.St Ry by 1867.500. Discharged.

Plan Charles Brech Suff. Deeds. 1034.201.

Plan Book page 49.

1867. 499

Know all men by these presents, that I, Winthrop M. Merrill of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Fifty six hundred (5600) dollars to me paid by the West End Street Railway Company ~~dollars~~ a corporation duly established ~~under the laws~~ by ~~of the Commonwealth of Massachusetts~~ in said Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said West End Street Railway Company and its successors and assigns a certain piece or parcel of land situated on the Easterly side of Dorchester Avenue near Crescent Avenue in the Dorchester District of said Boston being the Southerly lot as laid down on a "plan of land belonging to heirs of Richard Brazier as divided by Charles Breck Surveyor Milton Mass." recorded with Suffolk Deeds Lib 1634 fol 201 and also with Norfolk Probate of Estates Book Drawer in 1862, containing twenty eight thousand square feet and **bounded** and described as follows viz.:

Westerly by Dorchester Avenue one hundred and three and 6/10 feet, Southerly by a street of the City of Boston two hundred and eight feet Easterly by land formerly of Holbrook and more recently of Hudson one hundred and fifty one feet and Northerly in the dividing line between the Northerly and Southerly lots as laid down on said plan two hundred and thirty seven feet.....

Being the same premises conveyed to me by Rosamond Barstow by deed dated March 14 1887 and recorded with said Suffolk Deeds Lib 1566 fol 105. And premises are conveyed subject to a mortgage given by me to said Barstow dated March 14 1887 and recorded with said Suffolk deeds Lib 1566 fol 06 which mortgage the grantee agrees to assume and pay.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I Esther C. Merrill wife of said Winthrop M. do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Winthrop M. Merrill and Esther C. Merrill hereunto ~~hereto~~ set our hands and seals this twenty first day of March in the year one thousand eight hundred and eighty nine

Signed and sealed in presence of James Hewins.

Winthrop M. Merrill (Seal)
Esther C. Merrill (Seal)

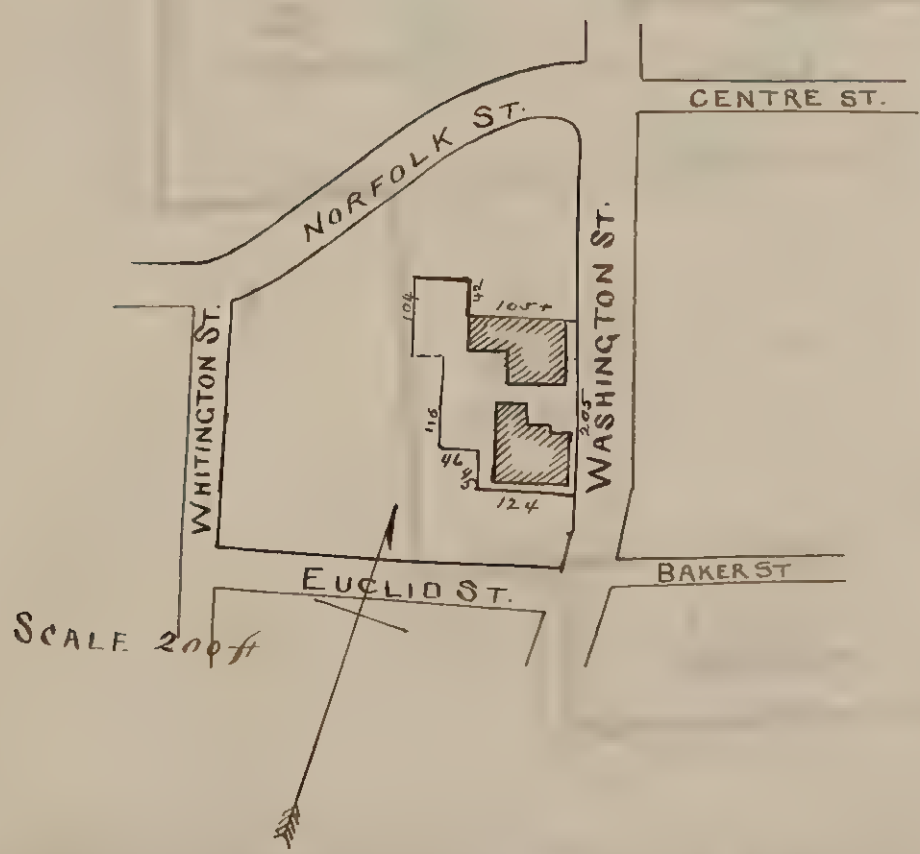
Commonwealth of Massachusetts. Suffolk ss. Boston March 21st 1889. Then personally appeared the above-named Winthrop M. Merrill and acknowledged the foregoing instrument to be his free act and deed before me —

James Hewins. Justice of the Peace.

March 26 — 1889, 9 h 55 m A.M. Received and entered with Suffolk Deeds, libro 1867 folio 499

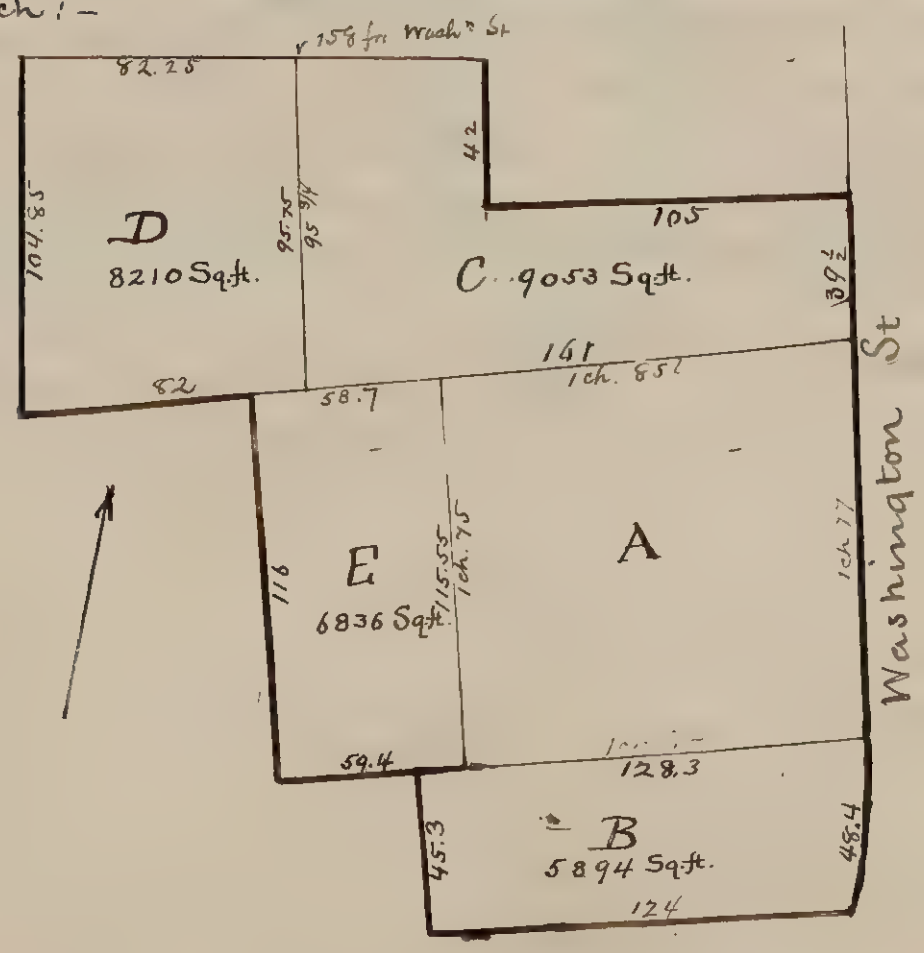
Attest: Thos T. Tisdale. Register.

Dorchester — Washington St.



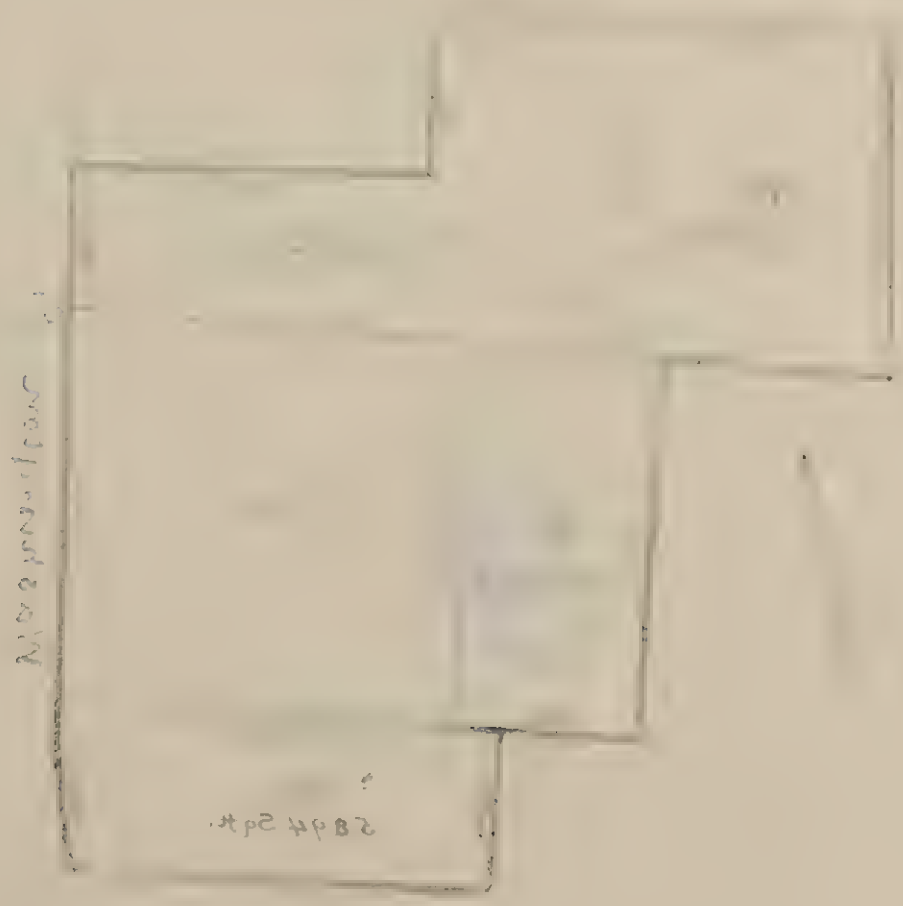
Dorch^r
Washington St.

Sketch :-



Norf. 327. 163. Dorch^r & Rox. R.R. Co. to Metr^n R.R. Co. A page 186
1478. 46. C.A. Beal et al to Metr^n R.R. Co page 187 } B - Plan W.A. Garbett May 15, 1872.
1478. 47 C Tilston et al. to " " 188 } Z/1231. f 266. Plan Book page 50.
1486. 148 Mary A. Tolman to Metr^n R.R. Co. page 189 C. Plan by S.J. Capen 1368.2
1501. 399 Jonas P Tolman to Metr^n R.R. Co. page 190 D "Plan Book page 51 1100. 132
1559. 631. Hannah B. Tolman to Metr^n R.R. Co page 191 E Plan by T.B. Moses, 1559.632. Apr 20. 1882. Plan Book page 52

Query: Lot E not on plan by Company's Surveyor



327. 163

Know all men by these presents, that the Dorchester & Roxbury Railroad Company a corporation duly established by the Commonwealth of Massachusetts in consideration of one dollar and other adequate considerations to us ~~dollars~~ paid by the Metropolitan Railroad Company ..... a corporation duly established by said ~~under the laws of the~~ Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company their successors and assigns a certain piece of land lying in Dorchester in the County of Norfolk and said Commonwealth with all the buildings thereon **bounded**

easterly on Washington Street formally called the Plymouth road there measuring one chain & seventy seven links, northerly on land formally of Ellis Thayer, now or late of J. P. & E. P. Colman one chain & eighty five links southerly on land formerly of Samuel Withington now or late of Lydia Withington one chain and seventy four links and westerly on land formerly of J. Richards and now or late of the heirs of Joseph Colman one chain & seventy five links or however otherwise bounded

The above premises are the same conveyed to Peter Blake by John F. Loring & Frances W. Loring his wife by deed bearing date May 15 1856.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company their successors ..... and ..... assigns, to their use and behoof forever.

And the said grantors ~~hereby~~, for themselves & their successors ~~and~~ and assigns do ~~heirs, executors and administrators~~ **covenant** with the said grantee and successors and their assigns that we ..... lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the said grantees & their successors and assigns forever as aforesaid; and that we will ~~and~~ ~~heirs, executors, and administrators~~ shall **warrant and defend** the same to the said grantee and their successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower~~ and ~~homestead~~ ~~in the granted premises.~~

In witness whereof the said Dorchester & Roxbury Railroad Company by Marshall P. Wilder their President & Samuel Gilbert Jr their Treasurer being duly authorized by vote of said Dorchester & Roxbury Company have hereunto set their hands & affixed the seal of said Co

~~hereto set~~ ~~hand and seal~~ this 1st day of October in the year of our Lord eighteen hundred & ~~one thousand eight hundred and~~ sixty four

Signed and sealed in presence of &c

The Dorchester & Roxbury Railroad Company, by Marshall P. Wilder President
Saml. Gilbert Jr. Treasurer.
Duly authorized

(Corporate Seal)

Commonwealth of Massachusetts. Norfolk ss. Dorchester Oct. 1st 1864. Then personally appeared the above-named Marshall P. Wilder & Samuel Gilbert Jr and acknowledged the foregoing instrument to be their free act and deed of said Corporation before me —

Saml Atherton ..... Justice of the Peace.

..... ~~188~~ ; ~~h.~~ ~~m.~~ ~~M. Received and entered with~~ ..... ~~Deeds, libro~~ ..... ~~folio~~

~~Attest:~~ ~~Register~~

I hereby certify that at a meeting of the Stockholders of the Dorchester & Roxbury Railroad Co held at the office of the Clerk Sept 13 1864 The following vote was passed **Voted** that the Dorchester & Roxbury Railroad Company sell & transfer its rights franchise railroad and other property to the Metropolitan Railroad Company for the sum of $18.742 20/100 dollars and that the President Marshall P. Wilder and their Treasurer Samuel Gilbert Jr are hereby authorized and empowered in behalf of said Dorchester & Roxbury Railroad Company to execute and deliver such instruments of conveyance as may be deemed necessary and proper to carry such sale and transfer into effect Attest Saml Atherton Clerk.

I hereby certify that at a meeting of the Directors of the Dorchester and Roxbury Railroad Company held Sept 30 1864 at 8½ o'clock A.M. at the house of Marshall P Wilder in Dorchester pursuant to due notice Present, Marshall P Wilder & Messrs Tileston & Atherton. The following votes were passed **Voted** to sell and convey the right franchise railroad real estate & other property of the Dorchester and Roxbury Railroad Company to the Metropolitan Railroad Company for the sum of eighteen thousand seven hundred & forty two 20/100 dollars in accordance with the vote of the stockholders. **Voted** that the President Marshall P Wilder & the Treasurer Samuel Gilbert Jr be a committee & be authorized with full powers to execute a conveyance of said Railroad, real estate & other property in the name of & in behalf of this Company to said Metropolitan Railroad Company & to affix thereto the seal of said Company. Attest Saml Atherton Clerk

Oct 13 1864 Recd entered & examined by James Foord Reg.

1478.46.

Know all men by these presents, that Charles A. Beal, Thomas F. Adams and William L. B. Adams all of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of eight hundred and thirty nine dollars and ninety cents ~~dollars~~ paid by the Metropolitan Rail Road Company ..... a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation and its successors and assigns ..... a certain piece or parcel of land situated on the westerly side of Washington Street in that part of said Boston in the County of Suffolk formerly called Dorchester and being lot numbered (one) on a plan drawn by William A Garbett surveyor dated May 15 1872 and bounded and described as follows .....

easterly by Washington Street there measuring forty eight and four tenths (48.4) feet southerly by lot numbered 2 (two) on said plan there measuring one hundred and twenty four (124) feet westerly by lot numbered 21 (twenty one) on said plan there measuring forty five and three tenths (45.3) feet and northerly by land belonging to said Corporation there measuring one hundred and twenty eight and three tenths (128.3) feet. Containing five thousand eight hundred and ninety four (5894) square feet of land according to said plan. Being part of the same premises conveyed to Joseph ell and George H. Pike by Charles Tilston by deed dated August 30 1871 recorded with Suffolk Deeds Lib 1068 fol 222 And being the same premises conveyed to us by said Pikes by their deed dated October 20 1873 and recorded with said Suffolk Deeds Lib 1183 fol 89. See also deed of Release of Restrictions from Pike to be recorded herewith.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Rail Road Company ..... and its successors and assigns, to its and their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Lucy S. Adams wife of Thomas Adams ..... do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Charles A. Beal, Thomas F. Adams, and William L. B. Adams, and Lucy S. Adams, (said Charles A. Beal and William L. B. Adams being unmarried) hereunto set our hands and seals this fourth day of December in the year one thousand eight hundred and seventy nine

Signed and sealed in presence of ye

Chas A. Beal (Seal)
Thomas F. Adams (Seal)
William L B Adams (Seal)
Lucy S. Adams (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Dec 6 1879. Then personally appeared the above-named Charles A. Beal and acknowledged the foregoing instrument to be his free act and deed before me —

Phineas B. Smith Justice of the Peace.

December 12 1879, h m M. Received and entered with ..... Deeds, libro 1478 folio 46

Attest: Thos. F. Temple Register.

1478-47

188

Know all men by these presents, that Charles Tileston, Hannah J. Tileston, singlewoman, and Rowanna Tileston, widow, and residuary devisee of Samuel Tileston decd all of ~~in consideration of~~ Boston in the County of Suffolk, in consideration of one dollar and other good and valuable considerations ~~dollars~~ paid by the Metropolitan Railroad Company

duly established by law in said Boston ~~under the laws of the Commonwealth of Massachusetts,~~ a corporation the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Metropolitan Rail Road Company and its successors and assigns forever a certain lot or parcel of land situated on the westerly side of Washington Street in that part of Boston lately called Dorchester and being lot numbered 1 (one) on a plan of land belonging to J. M. and G. H. Pike Ward 16 Boston, dated Boston May 15 1872 W. M. Garbett surveyor drawn by; bounded,

easterly by Washington Street forty eight and 4/10 feet (48 4/10) southerly in lot No 2 (two) on said plan one hundred and twenty four feet (124) westerly by lot No 21 (twenty one) on said plan forty five and 3/10 feet (45 3/10) and northerly by other land of the Metropolitan Rail Road Company one hundred and twenty eight and 3/10 feet (128 3/10) containing 5894 square feet of land according to said plan.

William Tileston brother of half blood of said Charles and Hannah J. died intestate at Boston, Dorchester District March 4 1872

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

~~And hereby, for and assigns that the heirs, executors, and administrators~~ covenant ~~with the and premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall~~ warrant and defend ~~the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ dower and homestead ~~in the granted premises.~~

In witness whereof we the said Charles Tileston, Hannah J. Tileston, Rowanna Tileston, together with Eveline Tileston wife of said Charles who joins herein to release all her right of dower and homestead in the released premises, hereunto ~~hereto~~ set our hands and seals this fourth day of December in the year one thousand eight hundred and seventy nine

Signed and sealed in presence of &c

Chas. Tileston (Seal)
H. J. Tileston (Seal)
Eveline Tileston (Seal)
Roanna Tileston (Seal)

Commonwealth of Massachusetts, Suffolk ss. December 5 1879. Then personally appeared the above-named Charles Tileston and acknowledged the foregoing instrument to be his free act and deed before me —

Phineas B. Smith Jr. Justice of the Peace.

December 12 1879. 10 h 20 m A.M. Received and entered with Suffolk Deeds, libro 1478 folio 47

Attest: Thos. F. Temple Register.

1486-148

Know all men by these presents, that Mary A Tolman of Boston in the County of Suffolk and Commonwealth of Massachusetts, Widow,

in consideration of Eighteen hundred and ten 00/100 dollars

paid by the Metropolitan Railroad Company a corporation

duly established under ~~the~~ by laws ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its Successors and Assigns

a certain lot of land situated on the Westerly side of Washington Street in the Dorchester District of said Boston containing nine thousand and fifty three (9053) Square feet and bounded and described as follows viz.

beginning at a point in the westerly line of said Washington Street at the Southeasterly Corner of the granted premises and the northeasterly corner of land of said Corporation and running thence northerly on said Washington Street thirty nine and one half (39½) feet to land mortgaged by Charles P. Tolman (since deceased) to Samuel G Cochran thence turning at or nearly at a right angle and running Westerly on said land mortgaged to Cochran One hundred and five (105) feet; thence turning and running again Northerly on said land mortgaged to Cochran and parallel with said Washington Street forty two (42) feet: thence turning and running again Westerly on land of Jonas P. Tolman being lot No 1 on the plan hereinafter to lot No 3 on said Plan: thence turning and running Southerly on said lot No. 3 ninety five and three fourths (95¾) feet to land of said Corporation: thence turning & running easterly on said land of said Corporation One hundred sixty one (161) feet to Washington Street at the point begun at. Being a part of lot No. 2 on a plan of Land of J. P & C. P. Tolman by Saml G Capen Surveyor recorded with Suffolk Deeds Lib 1368 Fol 2 being a part of the third described parcel in said deed. Said plan is recorded Lib 1100 fol 132

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid

do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof I the said Mary A. Tolman hereunto

~~hereto~~ set my hand and seal this eighth day of March in the year one thousand eight hundred and eighty.

Signed and sealed in presence of

Mary A. Tolman (Seal)

Commonwealth of Massachusetts, Suffolk ss. Boston March 13th 1880. Then personally appeared the above-named Mary A Tolman and acknowledged the foregoing instrument to be her free act and deed before me —

Chas B. Foy Justice of the Peace.

March 16 1880, h m. M. Received and entered with Suffolk Deeds, libro 1486 folio 148

Attest: Thos. F. Temple Register.

1501 - 399.

Know all men by these presents, that I Jonas P. Tolman of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Four hundred and ninety two and 60/100 dollars paid by the Metropolitan Railroad Company a corporation established ~~under the~~ by laws of ~~the Commonwealth of Massachusetts~~ said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company and its successors and assigns forever

a certain piece or parcel of land situated in the vicinity of Washington and Norfolk streets in the Dorchester District of said Boston and containing (8210) Eight thousand two hundred and ten square feet of land more or less and being that part of lot numbered 3 (three) which lies South of the prolongation of the dividing line between lots No 1 (one) and No 2 (two) on a plan of land of J. P. and C. P. Tolman surveyed by Saml I. Capen April 1 1872 recorded with Suffolk deeds in liber 1100 fol 132 to which plan reference is hereby made and bounded and described as follows to wit,

beginning at a point in the northeasterly corner of the premises hereby conveyed in the division line between lots No 1 (one) and No 2 (two) on said plan which point is one hundred and fifty eight feet distant Westerly from Washington Street and thence running Westerly on said division line produced eighty two and 25/100 feet to lot No (4) four on said plan thence turning and running Southerly on said lot No 4 (four) on said plan about one hundred and four and 85/100 feet to land of Hannah B. Tolman thence turning and running Easterly by said land of Hannah B. Tolman eighty two feet to lot No. 2 (two) on said plan thence turning & running Northerly on said lot No. 2 (two) on said plan being other land of said Metropolitan Railroad Company ninety five and 75/100 feet to the point of beginning.

For evidence of title see Suffolk deeds lib 1100 fol 132 Norfolk deeds lib 162 fol 306 lib 161 fol 91 lib 162 fol 308

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and ..... assigns, to ..... their use and behoof forever.

And I do hereby, for myself ..... and my heirs, executors, and administrators **covenant** with the said grantee and its successors ~~assigns that~~ and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Sarah Tolman wife of said Jonas P. Tolman do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Jonas P. Tolman and Sarah Tolman hereunto ~~hereto~~ set our hands and seals this thirtieth day of August in the year one thousand eight hundred and eighty

Signed and sealed in presence of &c.

Jonas P. Tolman (Seal)

Sarah Tolman (Seal)

Commonwealth of Massachusetts. Suffolk ss. August 31 1880. Then personally appeared the above-named Jonas P. Tolman and acknowledged the foregoing instrument to be his free act and deed before me —

Phineas B. Smith *Justice of the Peace.*

September 1 1880, h m M. Received and entered with Suffolk Deeds, libro 1501 folio 399

Attest: Thos. F. Temple *Register.*

1559- 631

Know all men by these presents, that I, Hannah B. Tolman, of Boston in the County of Suffolk and Commonwealth of Massachusetts, Singlewoman, in consideration of Five hundred and forty six 88/100 dollars paid by the Metropolitan Rail-road Company a corporation duly established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company and its successors and assigns forever

a certain piece or parcel of land situated in that part of Boston formerly called Dorchester near Norfolk Street & bounded and described as follows to wit;

Northeasterly by other land of said Metropolitan Railroad Company One hundred and fifteen and 55/100 feet. Northwesterly by other land of said Metropolitan Railroad Company formerly of Jonas P and Charles P. Tolman fifty eight and 7/10 feet. Southwesterly by other land of said Hannah B. Tolman one hundred and sixteen feet as the fence now stands and Southeasterly by by land of Pike in part, in part by land of Tilston and in part by other land of said Metropolitan Railroad Company Fifty nine and 4/10 feet and containing 6836 square feet of land according to a plan made by T. B. Mason, Surveyor, dated Boston April 20 1882 to which plan reference is hereby made. Said plan is to be recorded herewith. For evidence of title see Norfolk Deeds Lib 23 fol 89 Lib 23 fol 90 Lib 59 fol 234. Probate Joseph Tolman estate in 1846 Lib 171 Fol 278 Suffolk Deeds Lib 1041 Fol 215.

Susan W. Tolman one of the children of Joseph Tolman married William Smith in 1854 and died May 7 1859 intestate in Napa California leaving one child Arthur Smith who died a minor a few years after his mother leaving as his only heir at law his father said William Smith.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes for the current year 1882 which the grantee is to pay.

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and assigns forever against the lawful claims and demands of all persons except taxes for this current year said

And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof I the said Hannah B. Tolman singlewoman, hereunto set my hand and seal this Second day of May in the year one thousand eight hundred and eighty two

Signed and sealed in presence of

Hannah B. Tolman (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 8th 1882. Then personally appeared the above-named Hannah B. Tolman and acknowledged the foregoing instrument to be free act and deed before me —

Amasa Davenport *Justice of the Peace.*

May 9 1882, h m M. Received and entered with Suffolk Deeds, libro 1559 folio 631

Attest: Thos. F. Temple *Register.*

Dorch.:-
Blue Hill Av. Columbia St. Michigan Av & Elmo St.

1819. 358. Moody Merrill to West End St. Railway Co. page 193

Plan Apr 20, 1888. Recorded 1819. f. 358. (Sea
Plan Book page 53.

1905. 433. Indenture. as to fee of Old Road. and grading same. Moody H. Merrill (Seal 194

1819-358

Know all men by these presents, that I, Moody Merrill, of Boston in the County of Suffolk & Commonwealth of Massachusetts in consideration of twenty nine thousand five hundred and sixty one — dollars paid by the West End Street Railway Company, a corporation duly established ~~under~~ by the laws ~~of the Commonwealth of Massachusetts~~, and having its usual place of business in said Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto ~~the, release and forever quitclaim unto~~ the said West End Street Railway Company, its successors and assigns forever, a certain piece or parcel of land, situated in that part of said Boston formerly Dorchester containing twenty-nine thousand five hundred and sixty one (29561) square feet, shown on a plan dated April 20, 1888 and herewith to be recorded and **bounded and described** as follows, to wit;-

Beginning at the Westerly corner of the granted premises, at the corner of Blue Hill Avenue and Elmo Street, and thence running Northeasterly on said Blue Hill Avenue two hundred and eighteen and 30/100 feet to Columbia Street then turning and running a little South of East on said Columbia Street eighty seven and 08/100 feet to Michigan Avenue, then turning and running Southeasterly on said Michigan Avenue sixty and 10/100 feet to a strip of land marked Old Road, on said plan, then turning and running Southwesterly by the Northwesterly line of said strip as land two hundred and fifty and 28/100 feet to said Elmo Street, and then turning and running Northwesterly on said Elmo Street one hundred and six and 74/100 feets to the point of beginning.

For my title see deed of John M. Way, to me dated August 24, 1886 and recorded with Suffolk Deeds Lib 1739 Fol 107 and deed of Charles E. Stratton and Mary Gilman to me dated January 2, 1888, and recorded with said Suffolk deeds Lib. 1816 Page 274

To have and to hold the ~~above released~~ granted premises with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that ~~the~~ I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances ~~made or suffered by me~~ that I have good right to sell and convey the same as aforesaid, and

~~and~~ that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons ~~claiming by, through or under me~~.

And for the consideration aforesaid I Martha M. Merrill wife of said Moody do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Moody Merrill and Martha M. Merrill hereunto ~~hereto~~ set our hands and seals this twenty-third day of April in the year one thousand eight hundred and eighty-eight.

Signed and sealed in presence of

James Hewins to all.
Charles W. Webber to all.

Moody Merrill (Seal)
Martha M. Merrill (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston April 30 1888. Then personally appeared the above-named Moody Merrill and acknowledged the foregoing instrument to be his free act and deed before me —

James Hewins Justice of the Peace.

May 15th 1888, 2 h 35 m P M. Received and entered with Suffolk Deeds, libro 1819 folio 358

Attest: Thomas F. Temple Register.

Whereas, we, the undersigned, being owners respectively of land upon a public street situated in that part of Boston formerly Dorchester in the county of Suffolk known as Old Road, between Michigan Avenue and Blue Hill Avenue, and hereinafter described, are desirous that the paid Old Road should be relocated by the City of Boston and graded to conform to the grade delineated by red lines, on a plan hereinafter referred to.

Now Therefore Know all men by these Presents, that we, the undersigned, in consideration of the premises and of One Dollar to us paid by the City of Boston, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby remise, release, and forever quitclaim to the said City of Boston, and its assigns forever, all our right, title, interest and estate in and to a certain parcel of real estate, lying in Boston, being paid Old Road bounded and described as follows: Portion between Michigan Avenue and Elmo Street, northeasterly by Michigan Avenue, there measuring sixty-six and $\frac{40}{100}$ (66.40) feet; southeastwardly by the southeasterly line of the relocation of said Old Road, as shown by a red line on said plan, by two measurements, one hundred eighteen and $\frac{75}{100}$ (118.75) and one hundred twenty three and $\frac{30}{100}$ ($123.\frac{30}{100}$) feet respectively southwestwardly by Elmo Street fifty five and $\frac{56}{100}$ ($55\frac{56}{100}$) feet, and northwestwardly by the northwesterly line of the relocation of said Old Road, as shown on said plan by three measurements, eighty-nine and $\frac{41}{100}$ ($89.\frac{41}{100}$), seventy one and $\frac{18}{100}$ ($71\frac{18}{100}$) and eighty-nine and $\frac{69}{100}$ ($89\frac{69}{100}$) feet respectively: Portion between Elmo street and Blue Hill Avenue northeastwardly by Elmo street, there measuring fifty six (56) feet; southeastwardly by the southeasterly line of the relocation of said Old Road as shown by a red line on said plan, by six measurements, one hundred forty-nine and $\frac{90}{100}$ ($149\frac{90}{100}$) one hundred twenty-eight and $\frac{24}{100}$ ($128.\frac{24}{100}$); fifty one and $\frac{58}{100}$ ($51\frac{58}{100}$); two hundred thirty nine and $\frac{10}{100}$ ($239\frac{10}{100}$), one hundred thirty six (136); and four hundred seventy two and $\frac{60}{100}$ ($472\frac{60}{100}$) feet respectively; northwestwardly by Blue Hill Avenue, by two measurements seven hundred seventy-nine and $\frac{37}{100}$ ($779\frac{37}{100}$) and one hundred forty five and $\frac{12}{100}$ ($145\frac{12}{100}$) feet respectively; eastwardly by the easterly line of relocation of said Old Road as shown on said plan, being a curve of ten (10) feet, radius, thirteen and $\frac{5}{100}$ ($13\frac{5}{100}$) feet; northeastwardly by the northeasterly line of the relocation of said Old Road, as shown on said plan, seventeen and $\frac{32}{100}$ ($17\frac{32}{100}$) feet; northwardly by the northerly line of the relocation of said Old Road, as shown on said plan, being a curve of ten (10) feet radius, sixteen and $\frac{56}{100}$ ($16\frac{56}{100}$) feet and northwestwardly by the northwesterly line of the relocation of said Old Road, as shown on said plan, two hundred seventy nine and $\frac{62}{100}$ ($279.\frac{62}{100}$) feet. The described premises are to be used for the purposes of a public street of the City of Boston, and with the proposed grade thereof are shown by red lines on a plan and profile made by Thomas H. Davis City Surveyor, dated July 31st 1889 and deposited in the office of the said City Surveyor. And for the above-named consideration we do hereby for ourselves, our heirs, executors, administrators and assigns, covenant and agree to make no claim or demand whatever upon said city of Boston, for damages, costs, expenses or compensation for, or on account of, or in any way growing out of, the laying out of said parcel of land as a public street, and establishing the grade thereof at the grade shown on the profile hereinbefore referred to, if said City shall so lay out and grade the same. And for the above named consideration we hereby, severally give and grant, unto the said City of Boston the right to slope or bank the filling where required for said grading, upon our respective parcels of land adjoining the described premises, and we do hereby, severally for ourselves, our heirs, executors, administrators and assigns, covenant and agree to and with the said City of Boston, that we will not, and they shall not, make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall, or bulkhead, to support such filling or its omission to build or maintain such wall to support the bank on either side of the described premises, where cutting down is required for said grading. And we do hereby, severally, for ourselves, our heirs, executors, administrators and assigns, further covenant and agree, not to remove, or permit to be removed by any person other than said City, any portion of the filling placed or sloped upon our respective parcels of land adjoining the released premises in grading said premises as aforesaid, until a retaining wall, or bulkhead, to support said filling, shall be built upon the line of our respective parcels adjoining said premises. This release and conveyance is made on condition that if any betterments are assessed upon estates belonging to the undersigned on account of laying out and constructing said street as aforesaid, said betterments shall be assumed and paid by the City of Boston.

To have and to hold the above released premises to the said City of Boston, its successors and assigns, to its and their own use and behoof forever

In witness whereof we have hereunto set our hands and seals this fifteenth day of August in the year eighteen hundred and eighty-nine.

Witnesses	Owners
A. M. Simonds to D. S.	David Simonds
James Hewins to M. M.	Moody Merrill
P. Cummings for H. M. W.	West End Street Railway Company by Henry M. Whitney Prest
Elizabeth A. Talbot to H. S. T.	Harriet S. Talbot
Geo. W. Clark to F. C.	Fannie Clark
Geo. W. Clark to C. J. C.	Chas. J. Clark
C. H. Weber. H. P.	Henry Pfaff. & nine seals

Commonwealth of Massachusetts, Suffolk, ss. August 24th 1889.
Then personally appeared the above named Charles J. Clark and acknowledged the foregoing instrument to be his free act and deed, Before me,

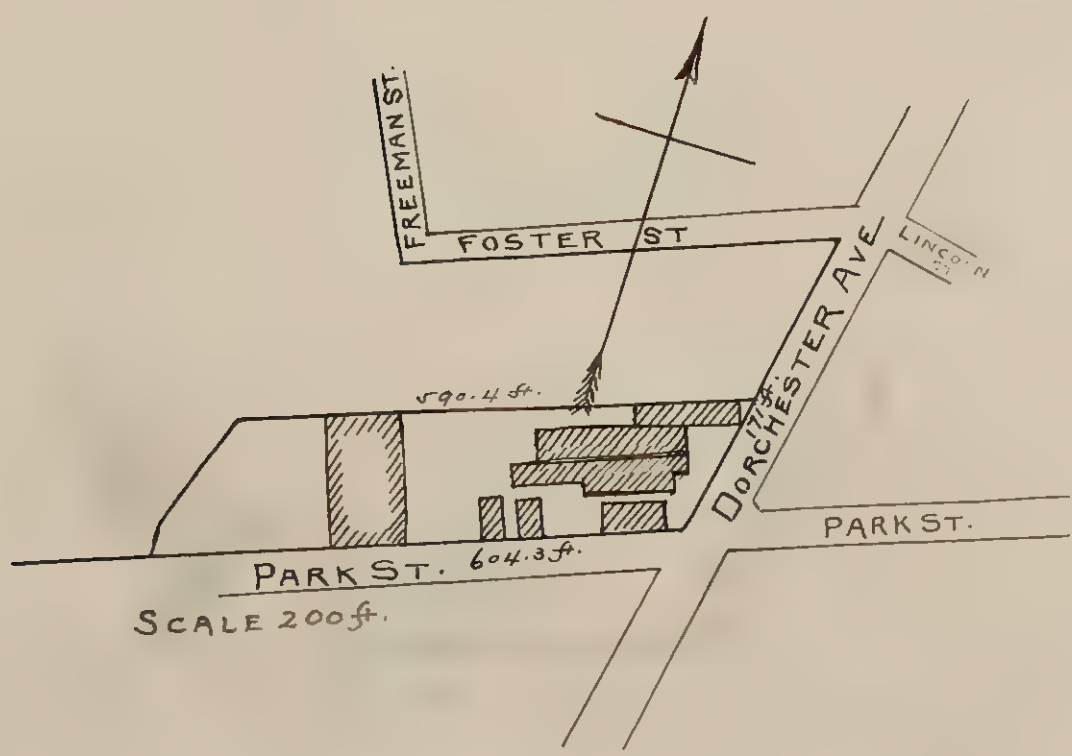
James Hewins
Justice of the Peace.

October 30. 1889, at two o'clock P. M. Received, Entered & Examined

Attest Thos F. Temple Reg.

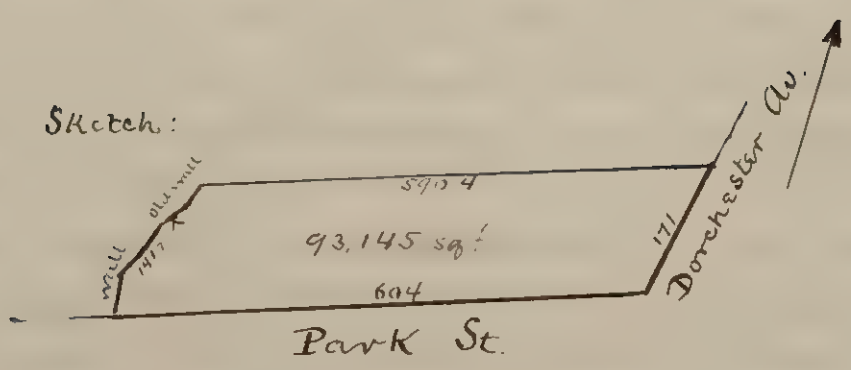
Book 1905, fol. 433.

Dorchester:
Dorchester Av. & Park St.



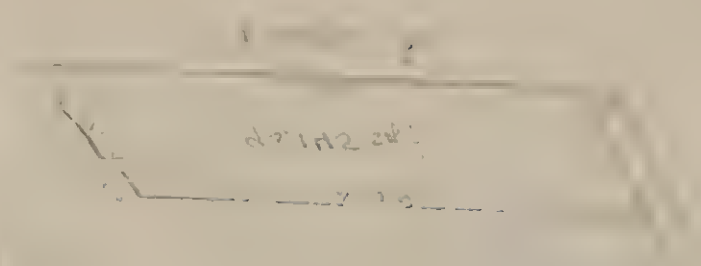
Dorchester Park St and Dorchester Ave

Sketch:



Norf.
317,280. Stanley Sore et al to Metro R.R. Co.

page 197



Norf Lib. 317. fol 280 Dorch. Dorchester Av. & Park St 197

Know all men by these Presents that we Stanley Gore, Samuel Payson, and Benjamin F. Reed all of Boston in the County of Suffolk and Commonwealth of Massachusetts, David Gore of Dorchester in the County of Norfolk and Commonwealth aforesaid John Turner of Charlestown in the County of Middlesex and Commonwealth aforesaid and George Rose of Yarmouth in the County of Cumberland and State of Maine formerly of said Boston Copartners under the firm and style of Gore Rose and Company in consideration of ten thousand two hundred and ten dollars & thirty four cents paid by the Metropolitan Railroad Company a corporation duly established in law having their usual place of business in said Boston the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey, unto the said Metropolitan Railroad Company their successors and assigns a piece of land situated in said Dorchester with the buildings thereon standing containing ninety three thousand one hundred and forty five square feet more or less bounded described and measuring as follows, to wit,

commencing on the Dorchester Avenue at the northerly side of a post standing at the end of the Division line between said land and land now or late of the heirs of Jacob Foster deceased thence running southwesterly one hundred and seventy one feet by the westerly side of Dorchester Avenue thence running westerly six hundred four and three tenths feet by Park Street thence running northeasterly one hundred forty one & two tenths feet by land now or late of the heirs of Walter Baker deceased as the wall now stands thence running northeasterly by land now or late of the heirs of Jacob Foster deceased as the wall and the foundation of an old wall now stands thence running easterly five hundred ninety and four tenths feet by the partition line between said land and land now or late of the heirs of Jacob Foster deceased, said line being straight and three feet north of a row of stakes to the point of commencement or however otherwise bounded measuring and described.

being the same premises conveyed to us by the Inhabitants of the Town of Dorchester by their deed dated November 24th 1858 and recorded with Norfolk Deeds Lib 299 fol 120. Said premises are conveyed with all the privileges and appurtenances to the same belonging and subject to a mortgage given by the grantors herein to the inhabitants of the Town of Dorchester to secure the payment of their note for thirty three hundred & twenty five 27/100 dollars in five years from its date November 24 1858 with interest payable semi annually which the grantees herein receive assume and agree to pay principal and interest and agree to procure said mortgage and note to be cancelled and discharged the same forming part of the consideration above mentioned

To have and to hold the above granted premises with all the privileges and appurtenances to the same belonging to the said Metropolitan Railroad Company their successors and assigns to their use and behoof forever. And we the said grantors for ourselves and our heirs executors and administrators do covenant with the said grantees and their successors and assigns that we are lawfully seized in fee simple of the aforegranted premises that they are free from all incumbrances except said mortgage to the inhabitants of Dorchester that we have good right to sell and convey the same to the said grantees and their successors and assigns forever except as aforesaid and that we will and our heirs executors and administrators shall warrant and defend the same to the said grantees & their successors and assigns forever against the lawful claims and demands of all persons except as aforesaid

In witness whereof we the said Stanley Gore Samuel Payson, Benjamin F. Reed David Gore, John Turner and John Rose, together with Deborah Gore wife of said Stanley Rhoda Gore wife of said David, Betsey Turner wife of said John Lucy A. Rose wife of said George, Mary Payson wife of said Samuel and Elizabeth L. Reed wife of said Benjamin F who severally join in this conveyance in token of their respective release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this first day of October in the year of our Lord eighteen hundred and sixty three.

Stanley Gore	(Seal)	Betsey Turner	(Seal)
Deborah G. Gore	(Seal)	David Gore	(Seal)
George Rose	(Seal)	Rhoda Gore	(Seal)
Lucy A Rose	(Seal)	Saml Payson	(Seal)
John Turner	(Seal)	Mary Payson	(Seal)

Benj F. Reed (Seal)
Elizabeth L. Reed (Seal)

Commonwealth of Massachusetts

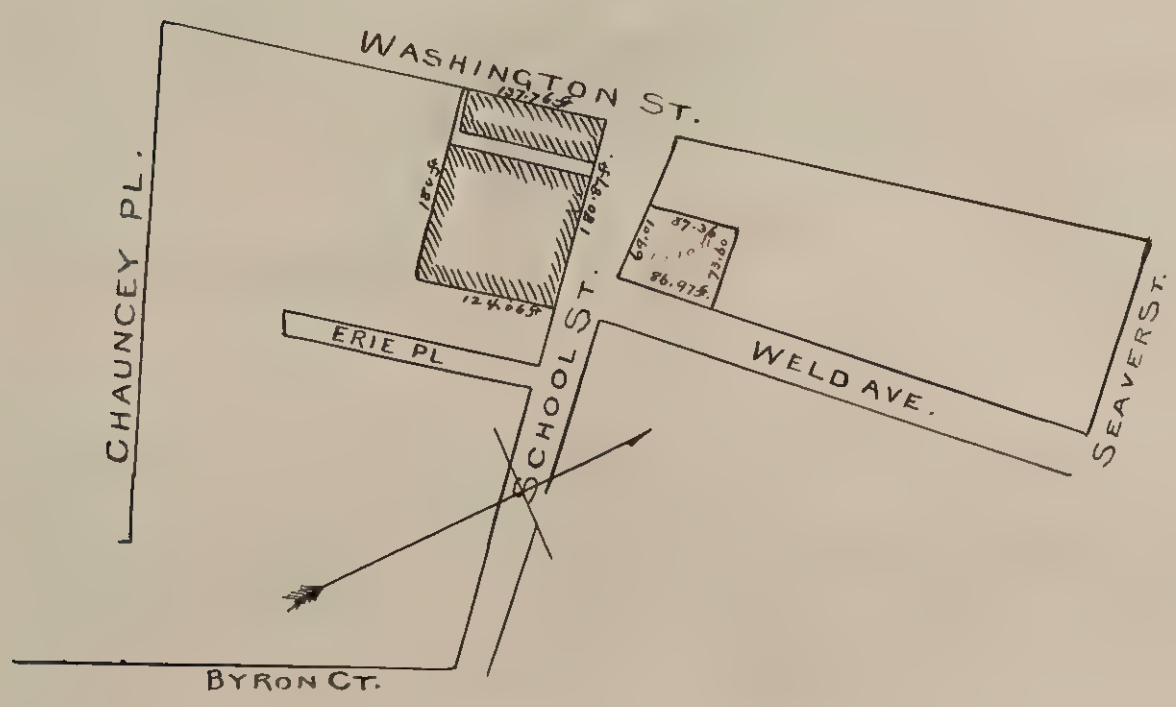
Suffolk ss October 8th 1863. Then personally appeared the within named David Gore and acknowledged the foregoing instrument to be his free act and deed. before me,

Lemuel Shaw Justice of the Peace.

October 9 1863 Recd entered and examined by James Ford Reg.

West Roxbury:

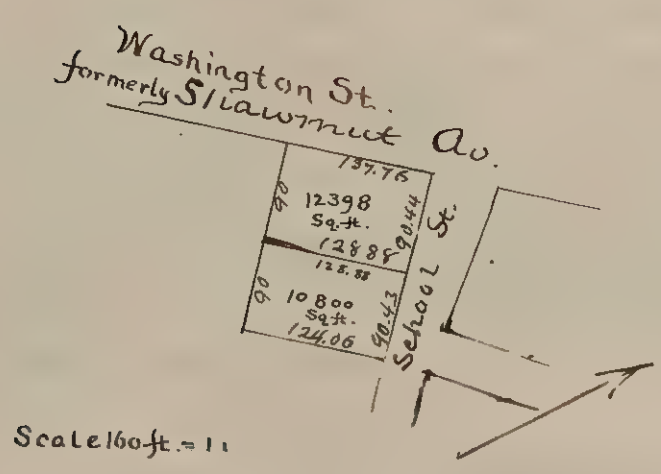
Washington and School Sts.—
- School St. and Weld Av.



Messrs. Partridge:

Messrs. Richardson and Thomas Gen-
Schools Sq. near Mere's Ch.

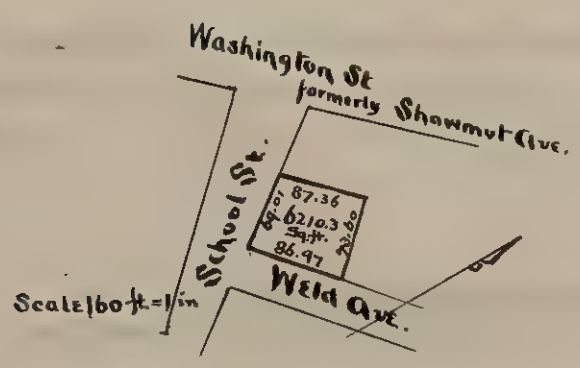
West Roxbury Washington and School Sts



Norf.
354.95 L.W. Livermore to Metr. R.R. Co. in Two parcels. page ~~199~~ 200

The building on the front of this lot on Washington St. (formerly Shawmut Av. seems to encroach upon the Street – See Plan Book page 57

West Roxbury School St and Weld Ave.



1743.94 John F. Quick to Metr. R.R. Co. page 201
– The deed notes an error in the plan of Moses. in the measurement of line on School St – the estate conveyed being Lot 20, plan of I.B. Moses, dated Sept 20. 1869. Norfolk Lib. 385, end. Plan Book page 54.

– 1765.238. S.P. Weld to Metr. R.R. Co. Release of tax title. page 202

357-95

Know all men by these presents, that I, L. W. Livermore of Roxbury in the County of Norfolk and Commonwealth of Massachusetts

in consideration of three thousand dollars to me ~~dollars~~

paid by the Metropolitan Railroad Company

duly established under the laws of the Commonwealth ~~of Massachusetts~~ aforesaid, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Metropolitan Railroad Company its successors and assigns a certain piece or parcel of land situate in West Roxbury in said county of Norfolk bounded and described as follows viz;

commencing at the southerly corner of School street and Shawmut avenue and running southwesterly on said Shawmut avenue one hundred and thirty seven and seventy six hundredths feet (137.76) thence running southeasterly at right angles to said Shawmut avenue ninety feet (90) thence running northeasterly at right angles to the line last described one hundred twenty eight and eighty eight hundredths feet (128.88) to School street thence northwesterly on said School street ninety and forty four hundredths feet to the point of beginning containing 12 398 square feet of land.

being the same premises conveyed to me by John P. Shaw by deed dated July 16 1867 and recorded with Norfolk Deeds.

Also another piece or parcel of land situate in said West Roxbury, bounded and described as follows, viz.

beginning at a point on School Street ninety and forty four hundredths feet from the corner of said School street and Shawmut avenue thence running southwesterly by the line above described one hundred and twenty eight and eighty eight hundredths feet thence turning at right angles and running southeasterly ninety feet (90) thence turning at right angles and running northeasterly one hundred and twenty four and six hundredths feet to said School street thence turning at right angles and running northwesterly on said School street ninety and forty three hundredths feet to the point of beginning: containing 10.800 square feet of land.

Being the same premises conveyed to me by Dummer Shaw by deed dated July 16 1864 and recorded with Norfolk Deeds

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Metropolitan Railroad Company its successors and ... assigns, to its and their use and behoof forever.

And I L. W. Livermore the said ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said Metropolitan Railroad Company its successors and ... assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said Metropolitan Railroad Company ~~said~~ its successors ... assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said L. W. Livermore with my wife Priscilla N. Livermore in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto ~~hereto~~ set our hands and seals this sixth day of August in the year of our Lord eighteen ~~one thousand eight~~ hundred and sixty seven

Signed and sealed in presence of &c

L. W. Livermore (Seal)

P. N. Livermore (Seal)

Commonwealth of Massachusetts. Suffolk ss. August 6 1867 ~~186~~. Then personally appeared the within ~~above~~-named L. W. Livermore and acknowledged the foregoing instrument to be his free act and deed before me —

Moody Merrill Justice of the Peace.

Aug 6 1867 ~~186~~, h m M. Received and entered with Norfolk Deeds, libro 357 folio 95.

Attest: James Foord. Register.

1743-94

Know all men by these presents, that I, John F. Quick of Somerville in the County of Middlesex in the Commonwealth of Massachusetts in consideration of Fifteen hundred and fifty two and 57/100 ($1552.57) dollars paid by the Metropolitan Railroad Company a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and having its principal place of business in Boston in the County of Suffolk in said Commonwealth the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns

a certain parcel of land situated in that part of Said Boston formerly West Roxbury and being lots numbered nineteen (19) and twenty (20) on a plan of land by George D. Coy by T. B. Mason Surveyor dated Sept 30 1869 recorded with Norfolk Deeds at the end of Libro 385 and said lots taken together are bounded

Southerly by Weld Avenue eighty six and 97/100 (86.97) feet Easterly by lot numbered eighteen (18) on said plan seventy three and 60/100 (73.60) feet Northerly by lots numbered one and two on said plan eighty seven and 36/100 (87.36) feet and Westerly by School Street sixty nine and 1/100 (69.01) feet - Said lot nineteen contains 3415 3/10 square feet and said lot twenty 20 contains 3095 sq. ft. By an error in said plan said School Street boundary line is defined as measuring 61.96 feet and said lot 20 is defined as containing 2936 7/10 sq feet.

Being the same premises conveyed to me by deed of David Pench dated April 20 1876 and recorded with Suffolk Deeds Libro 1322 folio 237

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I hereby, for myself and my heirs, executors, and administrators **covenant** with the grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof I the said John F. Quick being unmarried hereunto ~~hereto~~ set my hand and seal this First day of October in the year one thousand eight hundred and eighty six

Signed and sealed in presence of

John F. Quick (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Oct 1 1886. Then personally appeared the above-named John F. Quick and acknowledged the foregoing instrument to be his free act and deed before me—

Wm C. Williamson *Justice of the Peace.*

October 5 1886, h. m M. Received and entered with Suffolk Deeds, libro 1743 folio 94

Attest: Thos F. Temple *Register.*

South St Car Barn Premises

Real Estate Book of W. Eno St Ry Co
Copies of deeds by which Premises were acquired
and other deeds referring to Restrictions or
other Encumbrances thereon dated March 1890

pp 203 et seq.

1765-238

202

Know all men by these presents, that I, Stephen P. Weld, of Boston in the County of Suffolk and the Commonwealth of Massachusetts.

in consideration of One dollar and other valuable considerations ~~dollars~~

paid by the Metropolitan Railroad Company,

a corporation duly established under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~ and having its principal place of business in said Boston, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Metropolitan Railroad Company all right title and interest conveyed to me by James W. Ricker Collector of Taxes for the City of Boston by a certain deed dated February 12th 1887 and recorded with Suffolk Registry of Deeds Book 1759 page 511

in and to about three thousand and ninety five (3095) square feet of land on the Northeasterly side of School Street and making the Northerly corner of Weld Avenue and adjoining another estate now or formerly of said Ricker being lot numbered twenty (20) T. B. Moses' plan dated Sept 30 1869 recorded with Norfolk Registry of Deeds at the end of Libro 385. being the same estate of which George R. Swasey is the subpassed present owner

To have and to hold the ~~above released premises~~ granted, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own ~~their~~ use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Stephen P. Weld, being unmarried hereunto ~~hereto~~ set my hand and seal this Thirteenth day of March in the year one thousand eight hundred and eighty seven

Signed and sealed in presence of &c

Stephen P. Weld (Seal)

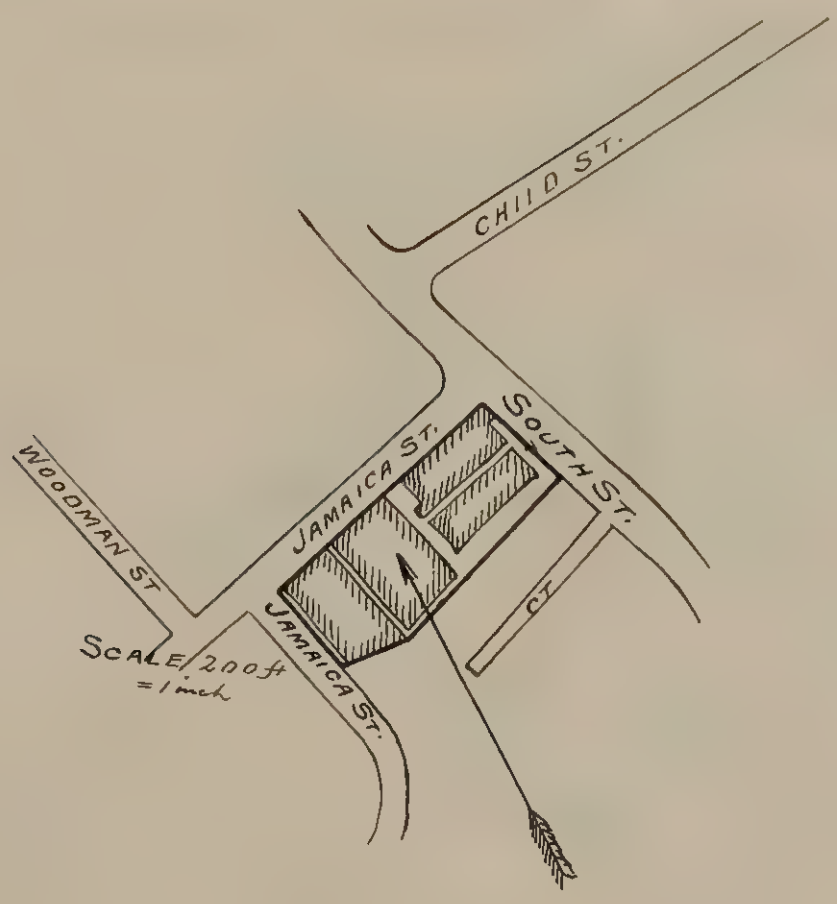
Commonwealth of Massachusetts. Suffolk ss. Boston, March 30th 1887. Then personally appeared the above-named Stephen P. Weld and acknowledged the foregoing instrument to be his free act and deed before me —

W. A. Browning Justice of the Peace.

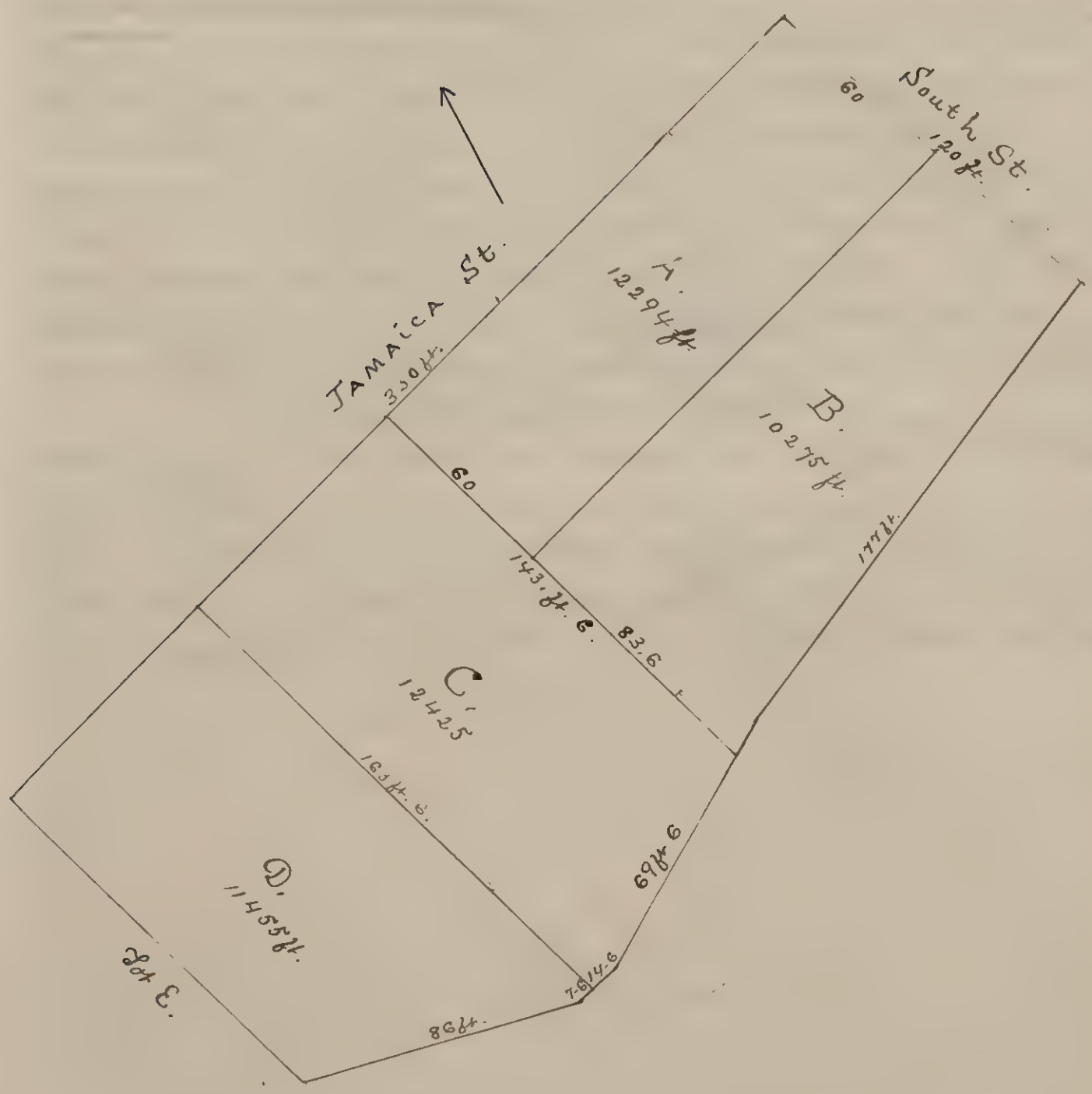
March 31 1887, 12 h 50 m. P.M. Received and entered with Suffolk Deeds, libro 1765 folio 238

Attest: Thos. F. Temple Register.

West Roxbury South and Jamaica



West Roxbury:
South and Jamaica Sts.



Norf. 308. 232. West Roxbury Railroad Co to Metropolitan R.R Co. page 205
— 1442. 259. Metropolitan R.R Co and others to City of Boston 206
fee of Jamaica St. See also plan of T W Davis, City Surveyor, Aug. 29. 1877. Plan Book page 56

— The deed to the Co contains no measurements or reference to plan — but the above plan by Chas. Whitney, Aug. 22. 1857 Norf 204, 227 seems to ~~seems to~~ embrace the premises conveyed. See Plan Book page 55

308_232

Know all men by these presents, that the West Roxbury Railroad Company a corporation duly established by authority of the Commonwealth of Massachusetts in consideration of forty eight thousand seven hundred and sixty 44/100 dollars paid by the **Metropolitan Railroad Company** a corporation duly established ~~under~~ by the ~~laws of the Commonwealth of Massachusetts~~ authority aforesaid, the receipt whereof is hereby acknowledged, ~~do hereby give, grant, bargain, sell and convey unto the said~~ & under & by virtue of the power & authority to said West Roxbury Railroad Company granted by the thirty eight chapter of the Laws of the Commonwealth aforesaid for the year eighteen hundred & fifty eight and all the other powers the said Corporation herein to enabling and in pursuance of the contracts of said Companies made the third day of September & the twenty ninth day of October in the year eighteen hundred & fifty seven under which due notice has been given by the Metropolitan Railroad Company of their intention to purchase the West Roxbury Railroad do hereby give grant bargain sell and convey unto the said Metropolitan Railroad Company all the real estate railroad location, tracks, franchise, property and rights of said West Roxbury Railroad Company; said real estate being a parcel of land in **West Roxbury** in the County of Norfolk in said Commonwealth with the station house car house, shed, dwelling-house stable & other buildings thereon **bounded**

easterly on South Street northerly on White Avenue formerly called Jamaica Street westerly on land of James Greenough southerly on Land of Weld

being the same premises conveyed to the grantors by deed of Paul Lincoln dated September 7 1857 and recorded with Norfolk Deeds Lib 258 f 317 and by deed of J. H. Porter dated October 1 1857 recorded as aforesaid Lib 260 fol 196 and by other deed or deeds the said railroad tracks being located in the city of Roxbury & the town of West Roxbury in said County as by locations filed with the Clerks thereof will appear.

To have and to hold the aforesaid granted premises, with all the rights, easements privileges and appurtenances ~~thereto~~ the same belonging, to the said **Metropolitan Railroad Company** & their successors and their heirs & assigns, ~~to their use and behoof~~ forever.

And ~~hereby for~~ the said grantors do ~~and heirs, executors and administrators~~ **covenant** with the said grantees and successors and their heirs & their assigns that ~~lawfully seized in fee simple of~~ the aforesaid granted premises, & premises ~~that they~~ are free from all incumbrances,

that they have good right to sell and convey the same as aforesaid; and that they will ~~and heirs, executors and administrators shall~~ **warrant and defend** the same to the said grantees and their successors and their heirs & assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said West Roxbury Railroad Company have caused these presents to be signed by J. G. Weld their President thereunto duly authorized by a vote of the Directors a copy whereof is hereunto annexed and have caused their common seal to be hereunto affixed

~~hereto set hand and seal~~ this twenty ninth day of August in the year ~~one thousand eight~~ eighteen hundred and sixty two

Signed and sealed in presence of &c

West Roxbury Railroad Co
by J. G. Weld Prest. of the
West Roxbury Railroad Co (Seal)

Commonwealth of Massachusetts. Suffolk ss. August 29 1862. Then personally appeared ~~the~~ J. G. Weld above-named and acknowledged ~~the foregoing~~ this instrument to be the free act and deed of the West Roxbury Railroad Company

before me —

D. S. Greenough Justice of the Peace.

~~188~~ , ~~h. m. M. Received and entered with~~ ..... ~~Deeds, libro~~ ..... ~~folio~~ .....

~~Attest:~~ ~~Register~~

Boston, August 29 1862 ——— At a meeting of the Board of Directors of the West Roxbury Railroad Company duly notified and held the foregoing deed was read and considered and it was **voted** that the President D. S. Neil Esq be and he hereby is authorized to execute acknowledge and deliver the same on behalf of the West Roxbury Railroad Company ———
a true copy of the vote Attest D. S. Greenough Clerk West Roxbury R R Co

At a meeting of the Stockholders of the West Roxbury Railroad Company duly notified for the purpose and held on the twenty sixth day of October A. D. 1857 and continued by adjournment to the second day of November A. D. 1857 it was **voted** that the act of Mitchell & Weld Esq in executing on behalf of this corporation an agreement with the Metropolitan Railroad Company bearing date the twenty sixth day of October A. D. 1857 which agreement is entered into for the purpose of changing and modifying the contract of this company with said Metropolitan Railroad Company bearing date the third day of September last be and the same is hereby ratified & adopted & the President is hereby authorized to deliver to and receive from the President of the Metropolitan Railroad Company the agreement aforesaid. A true copy of the vote from the records. Attest D. S. Greenough Clerk West Roxbury R.R. Co

August 30 1862 Rec^d entered & examined by James Foord Reg.

Whereas, we the undersigned, being owners respectively of land upon and including a private way situated in that part of **Boston** formerly **West Roxbury** in the County of Suffolk known as Jamaica Street and hereinafter described, are desirous that said Jamaica Street shall be laid out by the City of Boston, as a public street, and graded to conform to the grade delineated by red lines on a plan hereinafter referred to

Now therefore, Know all Men by these Presents, that we the undersigned in consideration of the premises and of one dollar to us paid by the **City of Boston** the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby remise release and forever quitclaim to the said **City of Boston**, and its assigns forever all our right title interest and estate in and to a certain parcel of real estate, lying in Boston, being said **Jamaica Street, bounded** and described as follows

Eastwardly by South Street there measuring thirty seven and 22/100 (37 22/100) feet. Northwestwardly by the Northwesterly line of said Jamaica Street, by a curved line as shown on said plan, eleven and 41/100 (11 41/100) feet Northwardly by the Northerly line of said Jamaica Street, as shown by a red line on said plan, four hundred thirty and 73/100 (430 73/100) feet. Westwardly by the Westerly line of Woodman Street extended across said Jamaica Street thirty (30) feet, and Southwardly by the Southerly line of said Jamaica Street as shown by a red line on said plan four hundred thirty nine and 25/100 (439 25/100) feet. Said Street being of a uniform width of thirty (30) feet except at its junction with South Street. The described premises are to be used for the purposes of a public street of the City of Boston, and with the proposed grade thereof are shown by red lines on a plan and profile made by Thomas W. Davis City Surveyor dated August 29th 1877, and deposited in the Office of the said City Surveyor And for the above named consideration, we do hereby for ourselves, our heirs executors, administrators and assigns covenant and agree to make no claim or demand whatever upon said City of Boston for damages, costs, expenses or compensation for, or on account of, or in any way growing out of the laying out of said parcel of land as a public street, and establishing the grade thereof at the grade shown on the profile herein before referred to, if said City shall so lay out and grade the same. And for the above named consideration, we do hereby severally give and grant unto the said City of Boston the right to slope or bank the filling where required for said grading upon our respective parcels of land adjoining the described premises and we do hereby severally for ourselves, our heirs, executors administrators and assigns covenant and agree to and with the said City of Boston, that we will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, or its omission to build and maintain such wall to support the bank on either side of the described premises, where cutting down is required for said grading. And we do hereby severally for ourselves our heirs, executors administrators and assigns further covenant and agree not to remove or permit to be removed by any person other than said City any portion of the filling placed or sloped upon our respective parcels of land adjoining the released premises, in grading said premises as aforesaid, until a retaining wall or bulkhead to support said filling shall be built upon the line of our respective parcels adjoining said premises. This release and conveyance is made on condition that if any betterments are assessed upon estates belonging to the undersigned, on account of laying out and constructing said street as aforesaid; said betterments shall be assumed and paid by the City of Boston.

To have and to hold the above released premises to the said **City of Boston** its successors and assigns to its and their own use and behoof forever.

In witness whereof we have hereunto set our hands and seals this twenty fifth day of September in the year eighteen hundred and seventy seven.

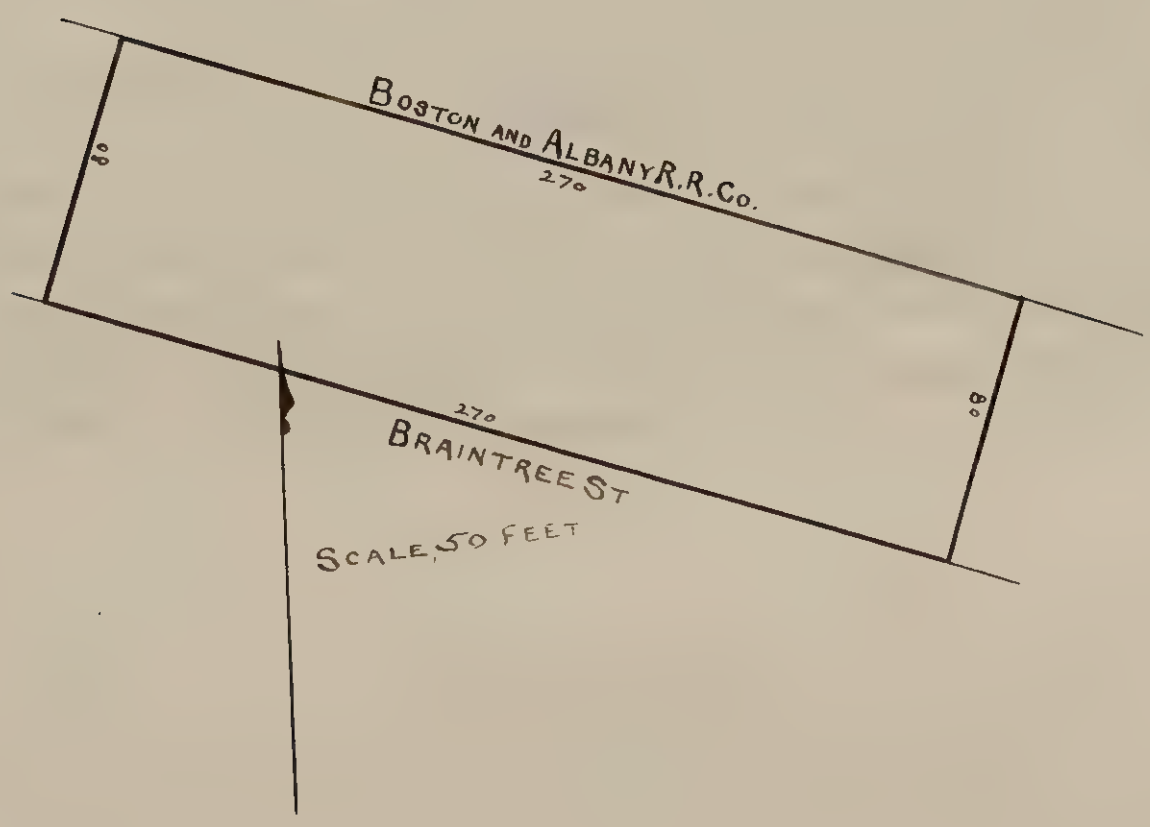
Owners	Witnesses.
Jno. J Williams	Thomas Magennis
Metropolitan Railroad Company	H. R. Harding
by E. A. Richards President.	John Flynn.
John Mc. Donald his X mark.	
and each a seal.	

Commonwealth of Massachusetts

Suffolk s.s October 2nd 1878. Then personally appeared the above named John Mc Donald and acknowledged the foregoing instrument to be his free act and deed, before me. Thomas Magennis Justice of the Peace.

December 9 1878 At two o clock and fifty two minutes P. M. Received, Entered and Examined - Attest Thos. F. Temple Reg.

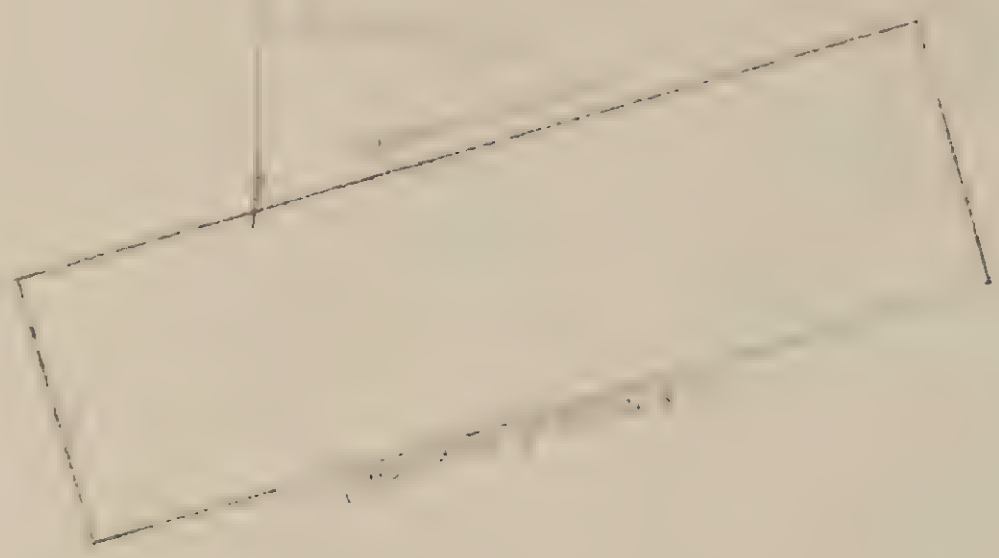
Brighton (Allston) Braintree St and Boston & A. R.R.



Suffolk 1887. 159. Henry M. Whitney to West End St. Rwy Co. page 208

See plan 1229. 68. Wm. A. Bartlett June 16 1873.

See Plan Book page 70.



Know all men by these presents, that I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts

in consideration of One Dollar and other valuable considerations ~~dollars~~

paid by the West End Street Railway Company

organized ~~established~~ under the laws of said ~~the~~ Commonwealth ~~of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

West End Street Railway Company a certain parcel of land situated in that part of Boston in the County of Suffolk and said Commonwealth called Allston being lots numbered Thirty-six, thirty-seven, thirty-eight thirty-nine, forty, forty-one and a portion of lot numbered forty-two on a plan of building lots drawn by W. A. Jarbett dated June 16 1873 recorded with Suffolk Deeds Lib 1220 fol 68. and **bounded** and described as follows,

southerly by Braintree street two hundred and seventy feet, Westerly by land of H. W. Longfellow eighty feet, Northerly by plan of the Boston & Albany Railroad Company three measuring two hundred and seventy feet according to said plan. Easterly by lot numbered thirty-five on said plan three measuring eighty feet according to said plan and containing twenty one thousand six hundred seventy feet according to said plan.

For title see deed from Walter H. Wright to me dated August 1 1888 recorded with Suffolk Deeds Book 1833, page 598

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I Margaret F. G. Whitney wife of said Henry M. Whitney do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney hereunto ~~hereto~~ set our hands and seals this eighteenth day of March in the year one thousand eight hundred and eighty nine

Signed and sealed in presence of

Fred E. Cobb to H. M. W.

Henry M. Whitney (Seal)

Margaret F. G. Whitney (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Mar 19 1889. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

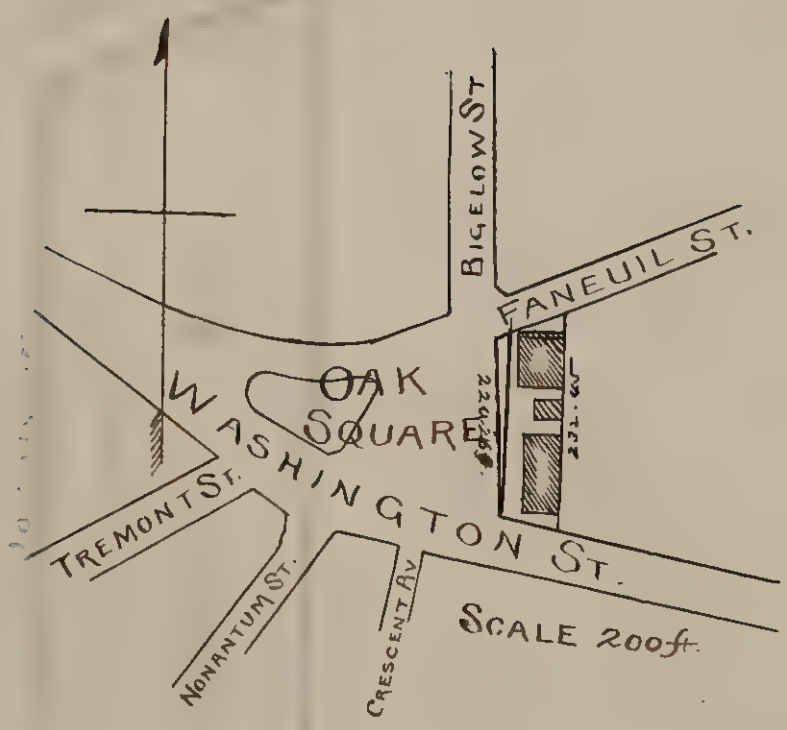
Fred E. Cobb Justice of the Peace.

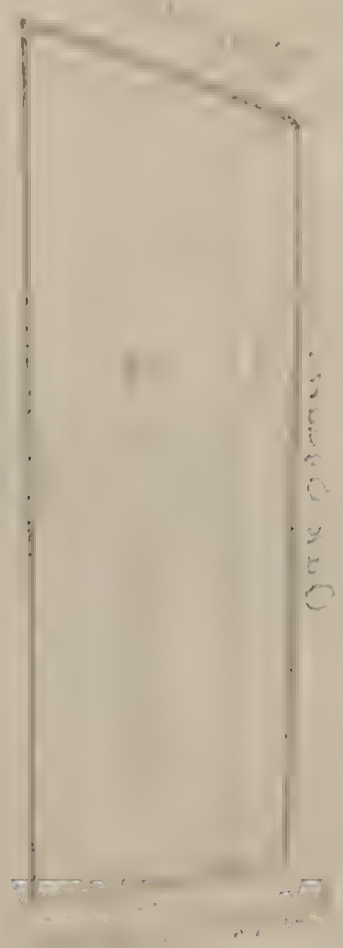
July 11 1889, 4h 39m P.M. Received and entered with Suffolk Deeds, libro 1887 folio 159.

Attest: Thos. F. Temple Register.

Brighton

Oak Sq, Faneuil and Washington





Know all Men by these Presents,
That the **Union Railway Company** a Corporation duly established by law in the Commonwealth of Massachusetts, in consideration of one dollar to it paid by the **Cambridge Railroad Company** a Corporation duly established by law in said Commonwealth the receipt whereof is hereby acknowledged, and in compliance with certain of the agreements and stipulations set forth and contained in a contract in writing made and entered into by and between the said two Corporations, bearing date the twenty second day of November in the year eighteen hundred and eighty two and recorded with Middlesex So. Dist. Deeds Lib 1616 fol 260 & 266, does hereby give, grant, bargain, sell and convey unto the said **Cambridge Railroad Company** its successors and assigns a certain parcel of land situate in that part of Boston in the County of Suffolk formerly called **Brighton** and **bounded** and described as follows to wit,

beginning at a point on the Northerly side of Washington Street at land now or late of Ricker and Wilson and from said point running Northerly by said land of Ricker and Wilson two hundred and twenty five feet and 29/100 to Faneuil Street, thence turning and running North Easterly on said Faneuil Street sixty four feet and 86/100 to land now or late of Cephas H. Brackett, thence turning and running Southerly by said Brackett's land two hundred and sixty feet and 82/100 to said Washington Street, thence turning and running North Westerly by said Washington Street sixty feet and 98/100 to the point of beginning.

Containing fourteen thousand five hundred and eighty three square feet of land more or less, being the same premises conveyed by said Cephas H Brackett to the grantor by deed dated October 19 1878 and recorded with Suffolk Deeds Lib 1438 fol 23. And this conveyance is made upon the express agreement and condition that at no time hereafter shall any slaughtering of animals or other noisome or offensive trade be carried on upon the premises.

Also several certain lots of land with the buildings thereon situate in that part of said Boston formerly known as **Brighton**, said lots being numbered and described as follows, to wit,

(33) thirty three (34) thirty four (48) forty eight, and (49) forty nine on plan of Winship Land made by Joseph B. Bennett, dated May 3rd 1843 and recorded with Middlesex So. Dist Deeds, in the second Book of Plans, page 21, and containing as shown by said plan (42,214) forty two thousand two hundred fourteen square feet, (excepting however, so much of said lots as was taken from them by the Town of Brighton to widen Washington Street, in all amounting to (2,830) twenty eight hundred and thirty square feet as fully shown on plan of Washington Street in the office of the City Surveyor of Boston aforesaid Volume 57 Plan 15 reference to all which is hereby made and also excepting a small piece on the corner of Winship and Washington Streets taken to round the corner) and further described as follows,

commencing at the corner of Shepard and Washington Streets, and running North Westerly on Washington Street (294 ft 6') two hundred ninety four feet six inches, thence running on a curve line with a radius of (27 ft 6') twenty seven feet six inches around to Winship Street, thence running Southerly on Winship Street to lot No 32, on said plan, thence running Easterly bounding on lot No. 32 (145) one hundred forty five feet to lot No. 48 on said plan, thence running Southerly bounding on lots No. 31 and 32, (120) one hundred twenty feet to the North West corner of lot No. 47 on said plan, thence running Easterly bounding on lot No. 47 (145) one hundred forty five feet to Shepard Street, thence running Northerly on Shepard Street (108 ft 6') one hundred eight feet six inches to the place of beginning.

being the same premises conveyed by Daniel McKinney to the grantor by deed dated August 10 1881 and recorded with Suffolk Deeds, Libro 1533 fol 319 and this conveyance is made subject to all the conditions contained in the Deeds to said Daniel McKinney of these premises recorded with Middlesex So Dist Deeds Book 719 Page 268, Book 843 Page 217, Book 1044 Page 361 Book 986 Page 571 reference to which is hereby made so far as they refer to these conveyed premises; and reference is also hereby made to a plan of these conveyed premises, drawn upon the said deed of said McKinney to the grantor.

To have and to hold the above granted premises with all the privileges and appurtenances to the same belonging to the said **Cambridge Railroad Company** its successors and assigns to its and their use

an behoof forever, And the said grantor for itself, does covenant with the said grantee and its successors and assigns, that it is lawfully seized in fee simple of the aforesaid granted premises, that they are free from all incumbrances, except as aforesaid, that it has good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid and that it will warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid.

In Witness whereof the said Union Railway Company has hereunto caused its corporate name to be signed and its corporate seal to be affixed by a majority of its Directors thereunto duly authorized this first day of January in the year of our Lord one thousand eight hundred and eighty three.

Union Railway Co, by
Knowlton S. Chaffee
Joseph H. Converse
John A. Bright
Samuel B Rindge
Edwin Dresser
Fredk C. Stevens
James C. Fisk
Abraham L. Richards
Estes Howe
its Directors.

Signed, sealed, delivered, in presence of S. F. Rugg to all

(Corporate Seal)

Middlesex ss January 6th 1883. Then personally appeared the within named, Knowlton S Chaffee, Jos H Converse, John A. Bright, Samuel B. Rindge Edwin Dresser, F. C. Stevens Jas. C. Fisk, A. L. Richards and E. Howe and acknowledged the foregoing instrument to be the free act and deed of the Union Railway Company, before me.

Samuel F. Rugg. Justice of the Peace.

January 20 1883 at one o'clock and fifty six minutes, Received, Entered and Examined,

Attest, Thos. F. Temple Reg

1605 127

Know all men by these presents, that we George A. Wilson and B. Francis Ricker both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of One dollar to each of us ~~dollars~~ paid by the Cambridge Railroad Company a corporation established ~~under~~ by the laws of the Commonwealth ~~of Massachusetts~~ aforesaid, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Cambridge Railroad Company a certain parcel of land situate in that part of said City of Boston formerly Brighton and bounded and described as follows, viz;

beginning at the Southeasterly corner of the premises on Washington Street, thence running Northwesterly by other land of said Railroad Company two hundred twenty five feet more or less to Faneuil Street, thence turning and running Southwesterly on said Faneuil Street twenty one & 3/10 (21.3) feet to other land formerly of said grantors, but now of the City of Boston, thence turning and running Southeasterly by said land of the City of Boston, now called Oak Square, two hundred twenty and 26/100 feet to said Washington Street, thence turning and running Easterly on said Washington Street fifteen and one half feet to the point of beginning.

The premises are delineated on a plan in the office of the City Surveyor of Boston, dated June 21st 1881 and marked L 1632 and are a portion of the land conveyed to said grantors by deed of John T. Campbell dated June 23, 1870.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Cambridge Railroad Company and its successors and ... assigns, to ... their own use and behoof forever.

And we do hereby, for ourselves ... and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are ... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except taxes assessed for the year 1883.

that we have good right to sell and convey the same as aforesaid; and that we will and our ... heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I Caroline E. Ricker wife of said B. Francis Ricker do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said George A. Wilson, unmarried, B. Francis Ricker, and Caroline E. Ricker hereunto ~~hereto~~ set our hands and seals this Seventeenth day of July in the year one thousand eight hundred and eighty three

Signed and sealed in presence of
James B. F. Thomas to all

B. Francis Ricker. (Seal)
Caroline E. Ricker. (Seal)
Geo. A. Wilson (Seal)

Commonwealth of Massachusetts. Suffolk ss. July 17 1883. Then personally appeared the above-named George A. Wilson and B. Francis Ricker and acknowledged the foregoing instrument to be their free act and deed before me —

James B. F. Thomas. Justice of the Peace.

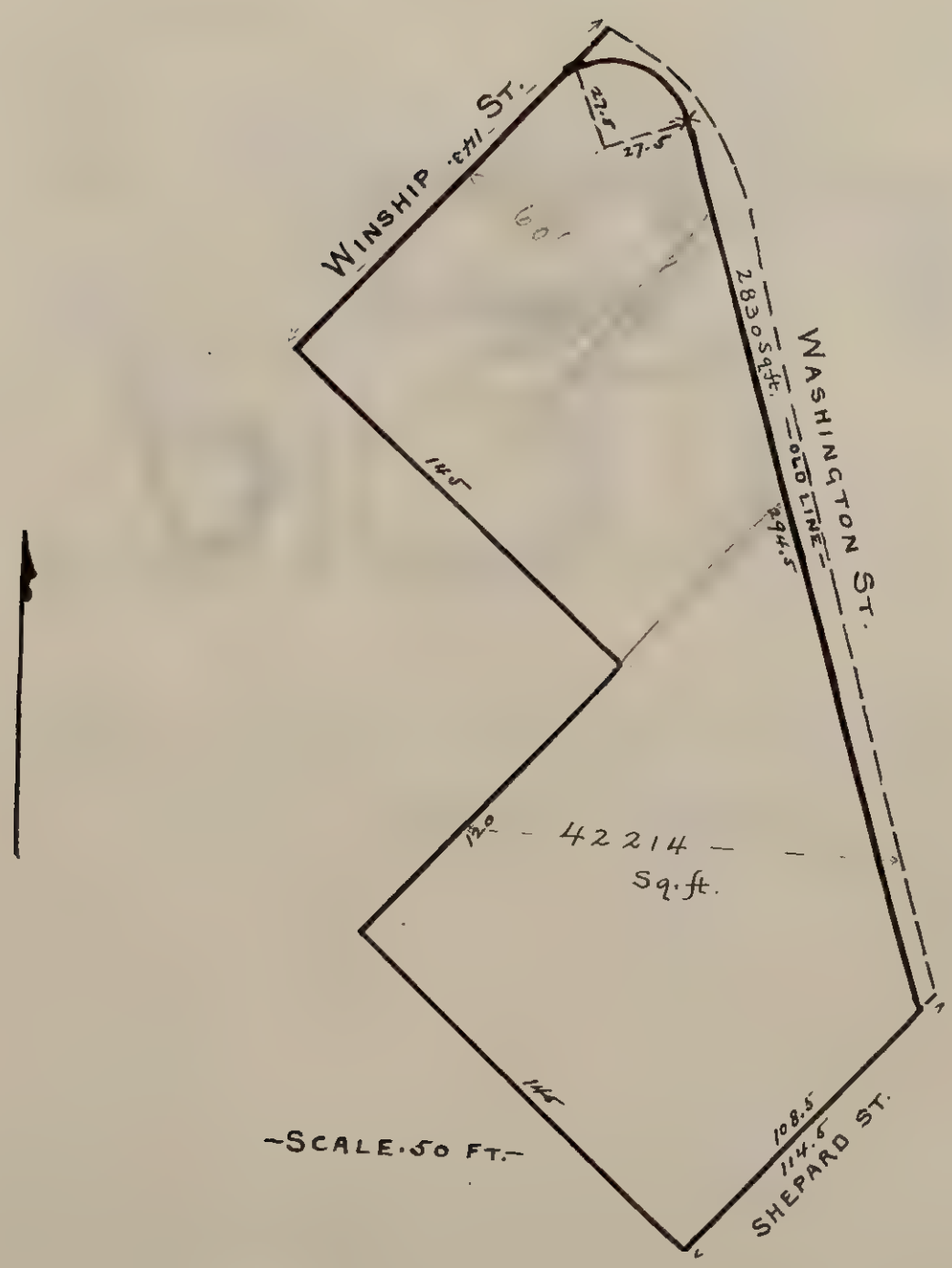
July 19 1883, 11 h. 08 m A M. Received and entered with Suffolk Deeds, libro 1605 folio 127.

Attest: Thos. F. Temple Register.

Brighton Washington, Winship and Shepard Sts.

Brighton:
Winship, Washington & Shepard Sts.

Plan:

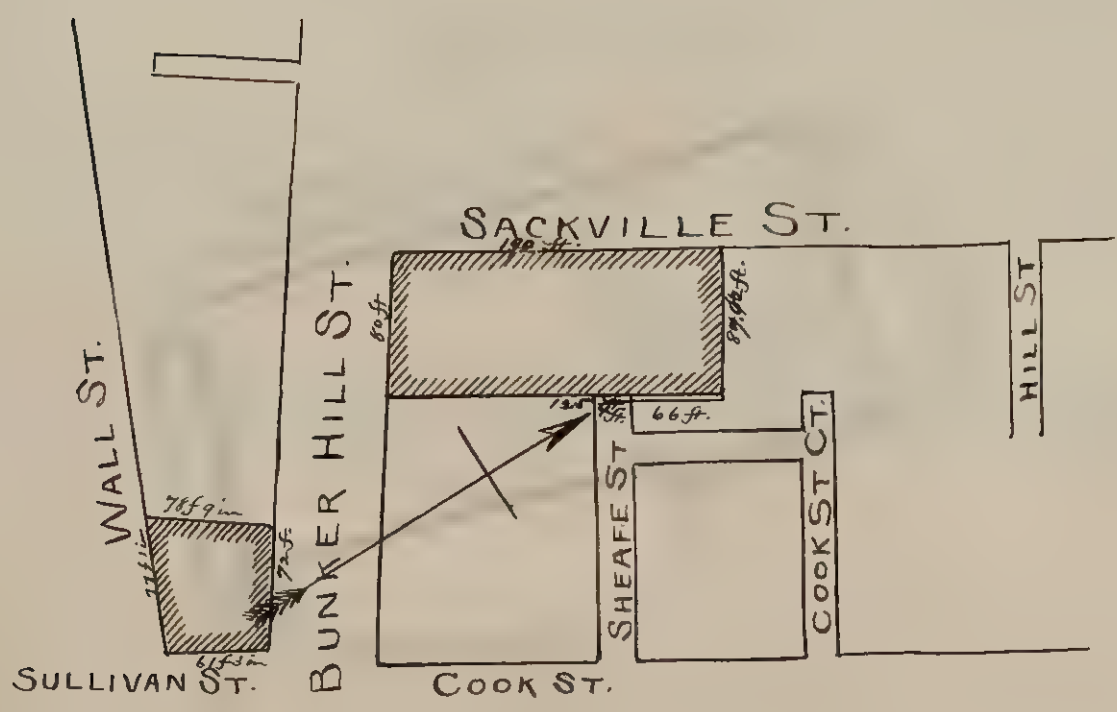


1585.552 Union Railway Co. to Cambridge R. R. Co. See page 210.
- Plan of Winship lots by Jos. Bennett, May 3, 1843 Mid. B. 2, Pl. 21. Plan Book page 72-73.
- See also Plan of widening Washington - Sept. 15. 1873. City Surveyor's office. Plan Book page 71.

~~Subject~~ to conditions as to use of premises for offensive purposes.

Charlestown Bunker Hill and Sackville Sts

Bunker Hill, Sullivan and Wall Sts



Charlestown:

Bunker Hill & Sackville Sts.

Sketch.

Suff.

1518 532 Eliza McGrath to Middlesex R.R. Co. A page 216

1522. 10 Christ. E. Rymes to Middlesex R.R. Co B " 217

Note a possible incumbrance referred to in deed on page 216

Figure 235 Equipotential in Mandrel Press. By K. G. C. A. Inside and outside.

Figure 236 Cross section of Mandrel Press. By K. G. C. B. Brunswick Hall, Southampton St.

1518-532

Know all men by these presents, that I Eliza A. Mc Grath otherwise called Magrath of the City of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Ten thousand ..... dollars paid by the Middlesex Railroad Company, a Corporation duly established by law and having its usual place of business in said Boston ..... ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said The Middlesex Railroad Company and its assigns forever a certain lot of land situate in Charlestown District in said Boston on Bunker Hill so called, and bounded & measuring as follows to wit; beginning at a corner of land now or late of the heirs of the late Enoch Cook on Bunker Hill Street, thence running north westerly bounding on said Bunker Hill Street eighty feet, thence turning and running north easterly on a contemplated street called Webster one hundred and twenty five feet. thence turning and running southeasterly on land now or late of one Jacob Forster eighty four feet to land now or late of the heirs of said Enoch Cook; thence turning and running south westerly on said heirs land one hundred and twenty five feet to the place of beginning.

Together with all my right title and interest in the passage way or contemplated street; being the same premises conveyed to Philip Mc Grath by Jacob Forster by deed bearing date the fifteenth day of December A.D 1830

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and its successors and ..... assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators covenant with the said grantee and its successors assigns that I am ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the right that Julia Mc Grath wife of Edward Mc Grath may have in case of his decease before her in three undivided sevenths of said premises

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I Eliza A Mc Grath do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof I the said Eliza A. Mc Grath, being a single woman, hereunto ~~hereto~~ set my hand and seal this Twenty third day of March in the year one thousand eight hundred and eighty one

Signed and sealed in presence of &c

Eliza A. Magrath (Seal)

Commonwealth of Massachusetts. Suffolk ss. March 23d 1881. Then personally appeared the above-named Eliza A. Mc Grath and acknowledged the foregoing instrument to be her free act and deed before me —

Linus M. Child Justice of the Peace.

March 23 1881, 12 h. 10 m P.M. Received and entered with Suffolk Deeds, libro 1518 folio 532

Attest: Thos. F. Temple Register.

1522-10

Know all men by these presents, that I, Christopher E. Rymes of Somerville in the County of Middlesex and Commonwealth of Massachusetts in consideration of three thousand seven hundred dollars paid by the Middlesex Railroad Company, a body corporate under the laws of said Commonwealth having its usual place of business in Boston in the County of Suffolk ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said The Middlesex Railroad Company, its successors and assigns forever, a certain parcel of land situated in Charlestown District in said Boston **bounded**

on the northwest by Webster Street there measuring sixty five feet, on the northeast by other land formerly of the grantor there measuring eighty seven 92/100 feet, on the southeast by land of John Duff and Sheafe Street there medsuring sixty six feet; and on the south west by land late of Mc Grath but now of grantee there measuring eighty eight feet.

containing five thousand seven hundred and twenty square feet, be said contents or admeasurements more or less, or be said land however otherwise bounded measured or described. Being the same premises conveyed to me by Joseph Woodson by deed bearing date the twenty fifth day of March A.D. 1871, and recorded with Middlesex South District Registry of Deeds Lib 1164 Fol 229.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said The Middlesex Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid we the said Christopher E. Rymes and Almira L. wife of said Christopher E. Rymes do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Christopher E. Rymes and Almira L. Rymes hereunto ~~hereto~~ set our hands and seals this twenty fifth day of April in the year one thousand eight hundred and eighty one

Signed and sealed in presence of

Christopher E. Rymes (Seal)

Almira L. Rymes (Seal)

Commonwealth of Massachusetts. Suffolk ss. April 25 1881. Then personally appeared the above-named Christopher E. Rymes and acknowledged the foregoing instrument to be his free act and deed before me —

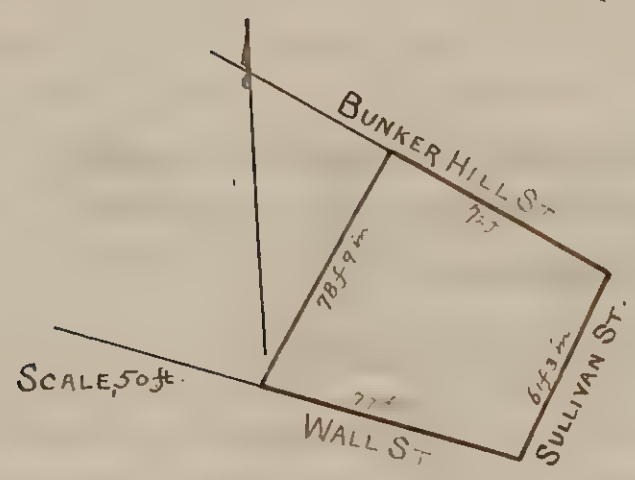
Charles W. Sawyer Justice of the Peace.

April 25 1881. 11 h 24 m A.M. Received and entered with Suffolk Deeds, libro 1522 folio 10

Attest: Thos. F. Temple Register.

Charlestown.

Bunker Hill, Sullivan & Wall. Streets.



Midd. Deeds 1299. 161. Edward Lawrence & Reuben E. Demmon Trustees See page 219

to Middlesex R.R. Co. being 1st parcel described in said deed.

871. 5 Malden & Melrose R.R. to Middlesex R.R. See page ~~[illegible]~~. page 323

See plan Alex. Wadsworth. Feb. 20, 1848. Not Recorded.

Whereas the Malden and Melrose Railroad Company a Corporation under the laws of the Commonwealth of Massachusetts, did enter into a certain Indenture of trust and mortgage and did thereby convey certain lands in Malden and Charlestown in the County of Middlesex and Commonwealth aforesaid, to Peter Hubbell and Edward Lawrence of Charlestown aforesaid and Reuben E. Demmon of Somerville in said County, as trustees to hold the same with other property in trust to secure certain bonds issued by said Railroad Company which Indenture was dated the first day of October A. D. 1860 and recorded in the Middlesex Registry of Deeds Southern District Lib 852 Fol 101. And **whereas** the Middlesex Railroad Company who now own the equity of redemption of the lands conveyed by said mortgage, desire to have said lands released from said mortgage and have by deed of even date herewith assumed the payment of said bonds and the interest thereon and conveyed certain property in mortgage as security therefor,

Now therefore ~ Know all Men by these Presents, that we **Edward Lawrence** and **Reuben E. Demmon the sole surviving trustees** under said Indenture, the said Peter Hubbell being deceased, in consideration of the premises and of one dollar to us paid by the **Middlesex Railroad Company**, have remised, released, and forever Quitclaimed, and by these presents do remise, release and forever quitclaim unto the said **Middlesex Railroad Company** a body corporate by the laws of this Commonwealth, having its usual place of business in Boston, in the County of Suffolk its successors and assigns forever all the estate, right, title, interest, use, trust, claim and demand whatsoever both at law and equity which we as such trustees, or in any other way have, in and to the following described parcels of land viz,

A certain lot of land situate on **Bunker Hill street** in said **Charlestown, bounded** and described as follows,

Northeasterly on Bunker Hill street there measuring seventy two feet: southeasterly on Sullivan street, there measuring sixty one feet three inches, southwesterly on Hall street seventy seven feet one inch ~ Northwesterly on lot No 81 on a plan drawn by Alexander Wadsworth dated February 20th 1848, there measuring seventy eight feet nine inches,

Also a certain other lot of land situate in **Malden** in said County of Middlesex **bounded** as follows;

Beginning at the northeast corner of the land by land formerly of the said Malden and Melrose Railroad Company, thence running southerly by land of Uriah Chamberlain eighty feet, thence westerly one hundred and seventy four feet and three inches to land of Andrew Lunt, thence Northerly by said Lunt's land eighty feet to land of Samuel Cox and sons, and thence by other land formerly of the Malden and Melrose Railroad Company one hundred and seventy four feet three inches to the point of beginning.

Also a certain other lot of land situate in said **Malden**, containing about eight hundred and eighty six square feet; conveyed to the Malden and Melrose Railroad Company by Samuel Shute by deed dated December 14th 1858 and recorded in said registry Lib 808 fol 77.

Also a certain other lot of land situate on the south side of **Pleasant street** in said **Malden** thus **bounded**

Beginning at the Northwest corner by land of Samuel Cox & Sons, thence running south forty two feet to land of Cox thence on Cox's land one hundred and fifty six feet to said Pleasant street to the point of beginning. being the same premises conveyed to the Malden and Melrose Railroad by one Chamberlain by deed dated June 1st 1858 and recorded in said registry Lib 796 fol 319.

Also a certain other lot of land situate in said **Malden, bounded** and described as follows

Beginning at a point on the south side of March street thence southerly two hundred and four and one quarter feet to land of Ezra Green, thence south, seven and a half feet to Main street, thence North one hundred and sixty feet to a point thence in a curve line to the point of beginning ~ Containing four thousand two hundred and thirty three square feet, being the same premises conveyed to said Malden & Melrose Railroad Company by John N. Bailey and another by deed dated October 13th 1858, recorded in said registry Book 804 page 542. ~

To Have and To Hold the aforesaid released premises to the said **Middlesex Railroad Company** to them and their successors and assigns to their use and behoof forever.

In Witness Whereof we have hereunto set our hands and seals this nineteenth day of March A. D. 1874.

Edward Lawrence. (Seal)
In presence of L. M. Child. **R. E. Demmon. (Seal)**

Commonwealth of Massachusetts, Suffolk S.S. March 20 1874.
Then personally appeared the above named Edward Lawrence and Reuben E. Demmon and acknowledged the above instrument to be their free act and deed.
Before me, L. M. Child, Justice of the Peace.

Middlesex S.S. Mar. 24 1874 Rec'd & Recorded, Attest, Chas. B. Stevens Reg.

Charlestown — Main, Hrst, Beacham and Dorrance Sts & Mystic Ave

Charlestown Main, Dorrance, West and Beacham Sts & Mystic Ave.

Charlestown Main, Dorrance, West & Beacham Sts & Mystic Ave.

Suffolk Reg. 1468.29. E. P. Tourtellott to Midd. R.R. Co. Lot A. page 223

See plan T. Edward Ames. 1873.

1684.165 Thomas Babcock et al to Midd. R.R. Co. Lot B. " 224

See plan C. A. Pearson 1535.361. Plan Book page 60.

1684.165. Same deed as above. 2nd parcel is Lot C. " "

Midd. Reg. 891.89 Benj. Phipp. ex'or to Midd. R.R. Co " D. " 225

1011.505 Thomas Babcock et al " " " " " 226

1011.508 Agreement to convey 1/15 part of Lot E belonging to Martha Julia Housy a minor. } E " 227

1051.256 Martha Julia Housy to Midd R.R. Co. " 228

1031.435 Thomas Babcock et al. to Midd. R.R. Co. Lot F. " 229

1051.255 Martha Julia Housy " " " " " " " " 230

1259.555 Sears Condit " " " " " " G " 231

1240.365 Otis Simonds " " " " " " H " 232

1278.69 Joseph R. Churchill " " " " " " " " 233

Suffolk 1507.90 Lydia M. Tyler " " " " " " I " 234

[1522.220 To Thomas A. Shedd grantee of " " " " " M] 235

1536.63 Charles E. Powers " " " " " " J. " 236

1772.466 Thomas G. Frothingham et al to Boston Consolidated St. R.R. " K. " 237

1510.577 Willard Rice et al to Midd. R.R Co " L. " 238

See plan John Sargent & Sons. Midd. Plan Book 17. No. 27.
Plan Book page 59.

N.B. Lot L. was originally intended to be part of Beacham St. and this conveyance covers not only this portion of intended street but apparently also a portion of Lot H.

N.B. The descriptions in the above conveyances do not seem to cover a strip along the rear of Lot E about five feet broad at one end and lying between Lot E & Lots A & H

[illegible]

[illegible]

[illegible]

1468-29

Know all men by these presents, that I Edward P. Tourtellott of Boston in the County of Suffolk and Commonwealth of Massachusetts,

in consideration of thirty seven hundred dollars

paid by the Middlesex Railroad Company a Corporation establish^ the laws of said Commonwealth & located in said Boston ~~a corporation established under the laws of the Commonwealth of Massachusetts~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company its successors and assigns a certain lot or parcel of land situated in that part of said Boston which was formerly Charlestown and bounded and described as follows, viz; Commencing at the corner of West and Beacham Streets and bounded northerly on West Street one hundred and eighty five and 13/100 (185.13) feet, easterly on land now or formerly of the heirs of C & Balcock twenty seven and 25/100 (27.25) feet, southerly on land now or formerly of said heirs and land of this grantee one hundred and seventy and 31/100 (170.31) feet to Beacham Street, westerly on Beacham Street sixty four and 50/100 (64.50) feet to the point begun at.

Containing seven thousand three hundred and eighty seven (7387) square feet more or less, as shown on a plan and survey by J. Edward Ames May 1873. Being the same premises conveyed to me by Willard Rice by deed dated October 13. 1873 and recorded in Middlesex So. Dist Registry of Deeds Lib 1283 fol. 343, and they are hereby conveyed subject to the taxes for the year 1879 eight twelfths of which the grantee assumes and agrees to pay.

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Middlesex Railroad Company its successors and assigns, to their use and behoof forever.

And I the said grantor ~~hereby~~, for my self and my heirs, executors, and administrators do covenant with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except as aforesaid

to the said grantee and its successors and assigns forever

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee ~~its heirs~~ its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

And for the consideration aforesaid I Susan E. Tourtellott wife of the grantor Edward P. do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Edward P Tourtellott and Susan E. Tourtellott have hereunto ~~hereto~~ set our hands and seals this first day of September in the year of our Lord one thousand eight hundred and seventy nine

Signed and sealed in presence of &c

Edward P. Tourtellott. (Seal)

Susan E. Tourtellott. (Seal)

Commonwealth of Massachusetts. Suffolk ss. September 12 1879. Then personally appeared the above-named Edward P. Tourtellott and acknowledged the foregoing instrument to be his free act and deed before me —

Henry W. Bragg Justice of the Peace.

September 13 1879. 1 h 20 m P M. Received and entered with Suffolk Deeds, libro 1468 folio 29

Attest: Thos. F. Temple Register.

Know all Men by these Presents,

That we, **Thomas Babcock** of Sackville in the County of Westmoreland and Province of New Brunswick, **Edwin Lee Brown** and **Mary L. Brown**, wife of said Edwin Lee Brown in her own right of Evanston, Cook County, and State of Illinois, **Dexter N. Richards** of Brookline in the County of Norfolk and Commonwealth of Massachusetts, **Anna E. Hovey** of the City of Boston in the County of Suffolk and **Martha J Hovey** of Reading in the County of Middlesex and Commonwealth aforesaid in consideration of the sum of five thousand four hundred and ninety one and 09/100 ($5491.09) dollars to us paid by the **Middlesex Rail Road Company**, a corporation duly established under the laws of said Commonwealth and located in the Counties of Suffolk and Middlesex in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said **Middlesex Rail Road Company** the following described parcels of land situated in the **Charlestown District** of said Boston. The **first parcel** is **bounded** and described as follows, viz;

Beginning at a point on Main Street at land of said grantee, thence running Northeasterly by said land of said Company one hundred sixty two and 75/100 (162.75) feet to other land of said Company formerly of Tourtellott; thence turning and running southeasterly by said Company's land sixty five and 54/100 (65.54) feet to a passageway as shown on plan hereinafter referred to; thence turning and running on said passageway Southwesterly one hundred sixty and 21/100 (160.21) feet to said Main Street, thence turning and running northwesterly on said Main Street sixty (60) feet to the point of beginning.

Containing according to plan of said land drawn by C. A. Pearson, Surveyor, recorded in Suffolk Registry of Deeds, Volume 1535 folio 361, 10150.1 square feet and comprising the whole of lots one to seven (1 to 7) inclusive on said plan. together with the right to use said passageway as laid out on said plan throughout its whole extent to said Main Street.

The **second parcel** is **bounded** and described as follows, viz;

Beginning at a point on West Street at land of said Company, thence running about Southwesterly by said land of said Company twenty six and 06/100 (26.06) feet, thence turning and running about Southeasterly fifty five (55) feet to land of Rice, thence turning and running about Northeasterly by said land of said Rice twenty two and 88/100 (22.88) feet to said West Street, thence turning and running Northwesterly on said West Street fifty five (55) feet to the point of beginning.

Containing 1344 square feet and comprising the whole of lot 15 on said plan. Meaning and intending hereby to convey unto said grantee all the right, title, interest and estate which we or any of us have in and to said real estate by virtue of our being the heirs at law and residuary legatees of Archibald Babcock deceased, whose will was probated in said Middlesex County in September 1862. The said Dexter N Richards meaning and intending hereby to convey unto said grantee all the right title, interest and estate in and to said real estate which he acquired by purchase of James F and Fanny F. Babcock, by three deeds recorded in Middlesex So. Dist. Registry of Deeds 1101-427 = 1160-447 = 1190-49 = 1198-273 = and deed 1535-361 recorded in Suffolk Registry of Deeds. to all of which reference is hereby made.

To have and to hold the above granted premises with all the privileges and appurtenances thereto belonging to the said **Middlesex Railroad Company** its successors and assigns to its and their use and behoof forever. And we do hereby for ourselves and our heirs executors and administrators covenant with the grantee, and its successors and assigns, that we are lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid, and that we will, and our heirs, executors and administrators shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid we, Ada E Babcock wife of said Thomas Babcock, and Louisa M. Richards wife of said Dexter N. Richards do hereby release unto the said grantee and its successors and assigns all our right of or to both dower and homestead in the granted premises.

In witness whereof we, the said Thomas Babcock, Ada E. Babcock Edwin Lee Brown, and Mary L. Brown by George B. Neal of said Boston our Attorney here to duly authorized by powers of Attorney dated April 24 and April 26 1884 and to be recorded herewith, and Dexter

N. Richards, Louisa M. Richards, Anna E. Hovey and Martha J. Hovey, single-women, have hereunto set our hands and seals this thirtieth day of June A.D. 1885.

Thomas Babcock, by Geo. B. Neal his Attorney. (Seal)
Ada E. Babcock, by Geo. B. Neal her Attorney. (Seal)
Edwin Lee Brown, by Geo. B. Neal his Attorney (Seal)
Mary L. Brown, by Geo. B. Neal her Attorney (Seal)

In presence of } Dexter N. Richards. (Seal)
Louisa M. Richards. (Seal)
Anna E. Hovey (Seal)
Martha J. Hovey. (Seal)

Commonwealth of Massachusetts

Suffolk S.S. Boston June 30 1885 Then personally appeared George B. Neal and acknowledged the foregoing instrument to be the free act and deed of Thomas Babcock, Ada E Babcock, Edwin Lee Brown, and Mary L. Brown.
before me,
Simon Davis Justice of the Peace

Commonwealth of Massachusetts

Suffolk S.S. Boston June 30 1885 Then personally appeared Anna E Hovey and acknowledged the foregoing instrument to be her free act and deed.
before me,
Simon Davis Justice of the Peace.

Commonwealth of Massachusetts

Suffolk S.S. Boston, July 3 1885 Then personally appeared Dexter N. Richards and acknowledged the foregoing instrument to be his free act and deed.
before me,
Simon Davis Justice of the Peace.

July 3 1885 at eleven o'clock and forty, five minutes. Received, Entered and Examined,
Attest,
Thos. F. Temple Reg.

891-89

Know all men by these presents,
That I, **Benjamin Phipps Executor** of the last will and testament of **Archibald Babcock**, late of Charlestown in the County of Middlesex and Commonwealth of Massachusetts, deceased which will was established in Probate Court in said County of Middlesex Sept 9th 1862, by virtue of the authority given me in said will, as well as in consideration of Six Thousand One Hundred Twenty Nine and 20/100 Dollars paid by the **Middlesex Railroad Company**, a Corporation duly established by the Laws of this Commonwealth, the receipt whereof is hereby acknowledged do hereby grant, sell, remise, release & forever quitclaim unto the said **Middlesex Railroad Company** its successors and assigns, all the right, title and interest which the above named Archibald Babcock had in and to the following described parcel of land situated in said **Charlestown** and **bounded** as follows, viz;

Beginning at the Southerly corner on the Main Street or Medford Turnpike and running northwesterly on said street seventy nine feet and 8/100 ths (79 8/100 ft) to the corner of Dorrance Street, late Ship Street, thence running northeasterly on Dorrance Street three hundred forty feet and 47/100 ths (340 47/100 feet) to land of Richard Frothingham, thence turning at an acute angle and running nearly Southerly by said Frothingham's land one hundred fifty six feet and 70/100 ths (156 70/100 feet) thence running Southwesterly by land of the heirs of J. Babcock two hundred twenty nine feet and 40/100 ths (229 40/100 feet) thence running Northwesterly by land of J. B. Stearns seventy four feet and 25/100 ths (74 25/100 feet) thence running Northwesterly by said Stearns land eighty five feet and 92/100 ths (85 92/100 feet) to the corner begun at.
Containing by Sargents survey July 23d 1863 ~~43780 sq feet~~

To Have and To Hold the above released premises with all the privileges and appurtenances to the same belonging, to the said **Middlesex Railroad Company** its successors and assigns to its and their use and behoof forever, and I the said Benjamin Phipps Executor for myself and my heirs executors and administrators, do covenant with the said Middlesex Railroad Company its successors and assigns that the premises are free from all incumbrances made or suffered by me, that I have good authority by the said will to make this conveyance, and that I will, and my heirs, executors & administrators shall **Warrant and Defend** the same to the said Middlesex Railroad Company its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under me as Executor. But against none other

In witness whereof I the said Benjamin Phipps Executor of the said will have hereunto set my hand and seal this fifteenth day of July in the year of our Lord eighteen hundred and sixty three.

Signed sealed &c &c } **Benjamin Phipps. Executor (Seal)**

Middlesex ss. Aug 8 1863. Then personally appeared the above named Benjamin Phipps, Executor, and acknowledged the above instrument to be his free act and deed, Before me, James K. Frothingham, Justice of the Peace.

Middlesex s.s. Aug 12. 1863. Rec'd & Recorded by
Caleb Hayden Reg

1011-505-

Know all men by these Presents, That we **Thomas Babcock** of Sackville in the Province of New Brunswick, **Edwin L. Brown** and **Mary L. Brown** his wife in her right both of Chicago in the State of Illinois, **Anna E. Hovey** of Charlestown and **James F. Babcock** and **Fanny F. Babcock** of Boston **George W. Burnham** and **Mary L. Burnham** his wife in her own right both of Essex and the five last named all being in Massachusetts, and **Dorrance B. Currier** of Hanover in the State of New Hampshire in consideration of Eleven Thousand six hundred sixty six & 67/100 Dollars paid by the **Middlesex Rail Road Company** a Corporation duly established by the laws of the Commonwealth of Massachusetts the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto the said **Middlesex Rail Road Company** fourteen undivided fifteenths parts of a certain parcel of land, with the buildings thereon situated at the Neck in said **Charlestown** in the County of Middlesex, in Massachusetts, on the northeasterly side of **Main Street, bounded,** and described as follows, viz;-

Beginning at the westerly corner of the premises on Main Street by land now or formerly of Oliver Dickson, thence running northwesterly by said land of Dickson, and so continuing in a straight line by other land of the grantors one hundred fifty six & 5/10 feet, more or less to land now or formerly of John Gardner, thence turning and running southeasterly by said land of Gardner one hundred forty one & 5/10 feet, thence turning and running southwesterly by other land of the grantors, one hundred and fifty seven feet more or less to Main Street and thence turning and running northwesterly by Main Street one hundred and forty two feet to the corner begun at.

The above includes the stables and sheds and two houses now occupied by said Company, and heretofore leased to it by the late Archibald Babcock deceased. For our title see the last will of said Archibald Babcock in the probate office at Cambridge in said Middlesex. Also all our rights under a lease from said Archibald to James B. Blake, dated November 24 1856 and under the extension thereof.

To Have and To Hold the above granted premises with all the privileges and appurtenances thereto belonging to the said **Middlesex Railroad Company** its successors and assigns to its and their use and behalf forever. And we the said grantors, for ourselves and our heirs, executors and administrators do severally covenant with the said grantee and its successors and assigns, that we are severally lawfully seized in fee simple of our respective portions under said will the aforegranted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the said grantee, and its successors and assigns forever as aforesaid, and that we will and our heirs executors and administrators shall **Warrant and Defend** the same to the said grantee its successors and assigns forever against the lawful claims and demands of all persons.

In Witness Whereof we the said Thomas Babcock, Edwin L Brown, Mary L. Brown, Anna E Hovey, James F Babcock (unmarried) Fanny F. Babcock (unmarried) George W Burnham, Mary L Burnham and Dorrance B. Currier (unmarried) with Mary L. Babcock wife of said Thomas Babcock who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty fifth day of October in the year of our Lord one thousand eight hundred and sixty seven.

Signed sealed &c

Thomas Babcock (Seal)
Edwin Lee Brown (Seal)
Mary L. Brown (Seal)
Anna E. Hovey (Seal)
Jas. F. Babcock (Seal)
Fanny F Babcock (Seal)
Geo W Burnham (Seal)
Mary L. Burnham (Seal)
D. B. Currier (Seal)
Mary L. Babcock (Seal)

~ Commonwealth of Massachusetts ~

Suffolk ss Dec 2 1867 Then personally appeared the above named James F. Babcock and Fanny F. Babcock and acknowledged the foregoing instrument to be their free act and deed Before me,

John D. Bryant Justice of the Peace.

State of Illinois, County of Cook ss. City of Chicago,

I, William Eliot Furness, a Commissioner for the Commonwealth of Massachusetts residing at Chicago in the County of Cook, and State of Illinois, do certify that on the 13th day of November in the year eighteen hundred and sixty seven (1867) the above named Mary L Brown and Edwin Lee Brown her husband, personally appeared before me at Chicago in the County and State aforesaid, and acknowledged the foregoing instrument by them signed to be their free act and deed.

(over)

In witness whereof, I have hereto set my hand, and affixed my official seal at Chicago in the County of Cook, and State of Illinois, this 13th day of November A. D. 1867.

(L. S.) Wm Eliot Furness
Commissioner for Massachusetts.

Middlesex s. s. December 5 1867 Recd & Recorded,
Attest, Chas B. Stevens. Reg.

To whom it may concern, Whereas Thomas Babcock of Dorchester in the Province of New Brunswick, Edwin L. Brown and Mary L. Brown, his wife in her right, both of Chicago in the State of Illinois, Anna E. Hovey of Charlestown and James F. Babcock and Fanny F. Babcock of Boston George W. Burnham and Mary L. Burnham his wife, in her right both of Lynn and the five last named all being in Massachusetts and Darrance B. Currier of Dover in the State of New Hampshire, have by their deed of even date herewith, for the sum of eleven thousand six hundred and sixty six dollars and sixty seven cents, conveyed to the Middlesex Railroad Company, a Corporation duly established by the laws of the Commonwealth of Massachusetts, fourteen undivided fifteenth parts of a certain parcel of land with the buildings thereon situated at the Neck in said Charlestown in the County of Middlesex in Massachusetts, on the northeasterly side of Main Street, bounded and described as follows, viz; Beginning at the westerly corner of the premises on Main Street by land now or formerly of Ann Dickson, thence running northeasterly by land of Dickson, and so continuing in a straight line by other land of the grantors one hundred fifty six & 5/10 feet more or less, to land now or formerly of John Gardner, thence turning and running southeasterly by said land of Gardner one hundred forty one & 5/10 feet, thence turning and running southwesterly by other land of the grantors one hundred and fifty seven feet, more or less to Main Street, and thence turning and running northwesterly by Main Street one hundred and forty two feet to the corner begun at; and also all their rights under a lease from said Archibald to James B. Blake dated Nov 24 1856. **And Whereas** the other remaining fifteenth part of said land, and rights is now owned by Martha Julia Hovey of said Charlestown, a minor in the twentieth year of her age who is willing to sell and convey said one fifteenth part to said Company in fee simple by a good title free from incumbrances by a warranty deed upon her becoming of full age, for the sum of eight hundred thirty three dollars and thirty three cents with interest thereon from the day of the date hereof to the time of her conveyance, the same to be made within three months after she shall arrive at the age of twenty one years.

Now therefore the said **Middlesex Railroad Company** in consideration of one dollar to it paid by the said **Martha Julia Hovey**, the receipt whereof is hereby acknowledged does hereby covenant and agree to accept a deed of conveyance of said one fifteenth part to be conveyed to it in the manner aforesaid within three months after said Martha Julia Hovey shall arrive at the age of twenty one years, and to pay her, therefore, the sum of eight hundred thirty three dollars and thirty three cents with interest on said sum from the date hereof to the time of said conveyance as aforesaid, upon the delivery to it, of her deed of the same.

And whereas, under the last will and testament of Archibald Babcock late of said Charlestown, deceased, by which said Martha Julia Hovey derives her title to said fifteenth part, it is provided that in case she shall die before arriving at the age of twenty one years, and leaving no issue living, said one fifteenth part will become the estate of the said Anna E. Hovey and Mary L. Burnham who are the sisters of said Martha. **Now therefore** in case the said one fifteenth part shall become the estate of and vest in said Anna Eliza Hovey and Mary L. Burnham by reason of the death of said Martha before arriving at the age of twenty one years, leaving no issue living or otherwise within one year from the date hereof, we, the said Anna Eliza Hovey, George W. Burnham, and Mary L. Burnham in her own right in consideration of one dollar to us paid by the said Company do hereby agree that within three months from the vesting as aforesaid of one fifteenth part in said Anna Eliza, and Mary L. will, upon the payment to us of the sum of eight hundred thirty three dollars and thirty three cents and interest thereon from the date hereof to the time of such conveyance, sell and convey to said Company in fee simple said one undivided fifteenth part, by a good title free from all incumbrances, except taxes which may be hereafter assessed, and by a good warranty deed, to all of which we bind ourselves, our heirs, executors and administrators.

And the said Company in consideration of the foregoing does hereby agree with said Anna Eliza Hovey and Mary L. Burnham and their heirs, that it will within three months after the vesting in them of said one fifteenth part, as aforesaid, accept of such deed of conveyance and pay to them therefor said last named sum and interest.

In testimony whereof, the said Anna Eliza Hovey, George W Burnham and Mary L. Burnham have set their hands and seals, and the said Company has caused its common seal to be affixed hereto and these presents to be signed by Charles E. Powers its President, for this purpose duly authorized this twenty fifth day of October A. D. 1867.

(over)

Anna E. Hovey (Seal)
Mary L. Burnham (Seal)
Geo. W. Burnham (Seal)
Middlesex Railroad Co.
by Charles E. Powers, Pres't

Executed in duplicate
and delivered in presence &c

Commonwealth of Massachusetts

Suffolk ss. December 5 1867 Personally appeared Charles E Powers President of Middlesex R R. Company, and acknowledged the foregoing instrument to be the free act and deed of said Company Before me,
George B Bigelow Justice of the Peace

Middlesex ss. December 5 1867. Rec'd and Recorded
Attest Chas B Stevens Reg.

1051 256.

Know all men by these presents, that I, Martha Julia Hovey of Charlestown in the County of Middlesex and Commonwealth of Massachusetts in consideration of Nine hundred two dollars and five cents, to me paid by the Middlesex Railroad Company ~~dollars~~ a corporation established ~~under~~ by the laws of the Commonwealth ~~of Massachusetts~~ aforesaid, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company, its successors and assigns forever one undivided fifteenth part of a certain parcel of land with the buildings thereon situated at the Neck in said Charlestown on the northeasterly side of Main Street, bounded and described as follows, Viz,

Beginning at the westerly corner of the premises on Main Street, by land now or formerly of Olivia Dickson, thence running north easterly by said land of Dickson, and so continuing in a straight line by other land of heirs of the late Archibald Babcock, one hundred fifty six and 5/10 feet more or less to land of John Gardner, thence turning and running south easterly by said land of Gardner one hundred forty one and 5/10 feet, thence turning and running southwesterly by other land of said heirs of Archibald Babcock one hundred and fifty seven feet more or less to Main Street, and thence turning and running northwesterly by Main Street one hundred and forty two feet to the corner begun at.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company its successors and ..... assigns, to its and their use and behoof forever.

And I the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do covenant with the said grantee and its successors and assigns that I am ..... lawfully seized in fee-simple of the aforegranted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Martha Julia Hovey, single, have hereunto ~~hereto~~ set my hand and seal this first day of January in the year of our Lord one thousand eight hundred and sixty nine

Signed and sealed in presence of — c

Martha Julia Hovey (Seal)

Commonwealth of Massachusetts. Middlesex ss. January 25 1869. Then personally appeared the above-named Martha Julia Hovey and acknowledged the foregoing instrument to be her free act and deed before me

A. B. Shedd ..... Justice of the Peace.

February 19 1869 ~~188~~ , h m M. Received and entered with Middlesex Deeds, libro 1051 folio 256

Attest: Chas. B. Stevens Register.

1031 435

Know all Men by these Presents, That we Thomas Babcock of Sackville in the Province of New Brunswick in British North America, **Edwin Lee Brown** and **Mary L. Brown** wife of said Edwin in her own right, both of Chicago in the State of Illinois, **Dorrance B. Currier** of Hanover in the State of New Hampshire, **George W Burnham** and **Mary L. Burnham**, wife of said George W. in her own right, both of Essex in the Commonwealth of Massachusetts, **James F. Babcock** and **Fanny F. Babcock**, widow both of Boston in said Massachusetts and **Anna E. Hovey** of Charlestown in the County of Middlesex, in said Massachusetts, Singlewoman, in consideration of Twelve Hundred Seventy Six 75/100 dollars to us paid by the **Middlesex Railroad Company**, a corporation duly established by the laws of said Commonwealth, and having a usual place of business in said Charlestown, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said **Middlesex Railroad Company** fourteen undivided fifteenth parts of a certain parcel of land situated in said **Charlestown, bounded** and described as follows, viz;

Beginning at the southerly corner of said land by other land of said Company, and by land land of O. Dickson, thence running northwesterly by land of said Dickson, and land now or formerly of G. Walch and land formerly of J. B. Stearns, one hundred forty & 9/10 feet, thence turning and running northeasterly by our other land two hundred twenty nine & 40/100 feet, thence turning at an acute angle, and running southeasterly ninety four & 58/100 feet to land now or formerly of John Gardner, thence turning at an obtuse angle southwesterly one hundred forty & 24/100 feet, thence turning and running southeasterly by said land of Gardner, thirty nine feet to said land of said Company thence turning and running southwesterly by said land of said Company fifty six and one half feet to the corner begun at, which is one hundred feet distant northeasterly from Main Street, and is indicated by a nail, in the top of a post.

Said parcel of land contains 22799 square feet more or less. For our title see will of Archibald Babcock, late of said Charlestown, deceased.

To Have and to Hold the before granted premises unto the said **Middlesex Railroad Company** its successors and assigns to its and their own use forever, but without any rights or easement in and of our adjoining land.

The said Thomas Babcock, Mary L. Brown, and Dorrance B. Currier, each own three undivided fifteenth parts, the said Mary L. Burnham owns one fifteenth part, the said James F. Babcock and Fanny F. Babcock, own three undivided fifteenth parts, and the said Anna E. Hovey owns one undivided fifteenth part. And we the said Thomas Babcock, Mary L. Brown, Dorrance B. Currier, Mary L. Burnham, James F. Babcock and Fanny F. Babcock and the said Anna E. Hovey, for ourselves respectively, and our respective heirs, executors and administrators, do hereby severally covenant with the said grantee its successors and assigns, that each of us is lawfully seized in fee simple of his or her share or parts as before stated of the above granted premises, that the same are free from all incumbrances, except the taxes for the current year which the grantee is to pay, that we severally have good right to sell and convey the same to the said grantee as aforesaid, and we will, and our respective heirs, executors and administrators shall severally warrant and defend the same to the said grantee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, except as aforesaid. It being expressly understood that the foregoing covenants are to be construed as binding each grantor only for the title of his or her parts of said premises as before described.

In testimony whereof, we the said grantors, with Mary L. Babcock wife of said Thomas & Mary E. Currier wife of said Dorrance B who join herein in token of their release of all right and title of or to both dower and homestead in the above described premises have hereunto set our hands and seals this twenty fifth day of June in the year of our Lord eighteen hundred and sixty eight.

Executed & delivered in presence of &c

Edwin L. Brown. (Seal)
Mary L. Brown. (Seal)
Dorrance B. Currier. (Seal)
Mary E. Currier. (Seal)
Thomas Babcock. (Seal)
Mary L. Babcock. (Seal)
Jas. F. Babcock. (Seal)
Fanny F. Babcock. (Seal)
Anna E. Hovey. (Seal)
Geo. W. Burnham. (Seal)
Mary L. Burnham. (Seal)

State of Illinois. County of Cook, s.s. I, Wm Eliot Furness a Commissioner for the Commonwealth of Massachusetts, residing at Chicago in County of Cook and State of Illinois, do certify that on this 2nd day of July A.D. 1868, the above named Edwin Lee Brown and Mary L. Brown personally appeared before me at Chicago, County and State aforesaid, and acknowledged the foregoing instrument by them signed to be their free act and deed.

In witness whereof I have hereto set my hand and affixed my Official seal at Chicago, County of Cook, State of Illinois this 2nd day of July A.D 1868

(L.S.) Wm Elliot Furness.
Commissioner for Commonwealth of Massachusetts.

State of New Hampshire, Grafton s.s. Hanover July 8. 1868. Personally appeared Dorance B. Currier and Mary E Currier and acknowledged the above instrument by them signed to be their free act and deed. Before me,

(L.S.) N. T. Huntington.
Notary Public.

~Commonwealth of Massachusetts.~

Middlesex s.s. July 21. 1868. Then the above named James F. Babcock personally acknowledged the foregoing instrument to be his free act and deed.
Before me, Chas. Robinson Jr. Justice of the Peace.

Middlesex s.s. July 23 1868 Recd and Recorded,
Attest Chas. B. Stevens Reg.

1051-255

230

Know all men by these presents, that I, Martha Julia Hovey of Charlestown in the County of Middlesex and Commonwealth of Massachusetts

in consideration of Ninety four dollars and forty cents ~~dollars~~

paid by the Middlesex Railroad Company,

a corporation duly established ~~under~~ by the laws of the Commonwealth of Massachusetts, aforesaid the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Corporation, its successors and assigns one undivided fifteenth part of the following described piece of land situate in Charlestown aforesaid bounded and described as follows, viz;

Beginning at land of Oliver Dickson, at a point one hundred feet, northeasterly from Main Street, thence running in the same direction fifty six and 50/100 feet to land of John Gardner, thence turning and running northwesterly by land of said Gardner thirty nine feet, thence turning and running northeasterly one hundred forty and 24/100 feet, thence turning and running a little west of north by land of said Gardner, or heirs of the late Archibald Babcock ninety four and 58/100 feet to land of the said Rail Road Company, thence turning and running southwesterly by land of said Company, two hundred and twenty nine and 40/100 feet to land now or late of J. B. Stearns, thence turning and running southeasterly by land of said Stearns, George Walsh and Oliver Dickson one hundred and forty and 90/100 feet to the point begun at.

Containing twenty two thousand seven hundred and ninety nine square feet.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Rail Road Company its successors and assigns, to its and their use and behoof forever.

And I the said grantor ~~hereby~~, for my self and my heirs, executors, and administrators do covenant with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the aforesaid granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Martha Julia Hovey (single) have hereunto ~~hereto~~ set my hand and seal this first day of January in the year of our Lord one thousand eight hundred and sixty nine

Signed and sealed in presence of

Martha Julia Hovey (Seal)

Commonwealth of Massachusetts. Middlesex ss. January 25 1869. Then personally appeared the above-named Martha Julia Hovey and acknowledged the foregoing instrument to be her free act and deed before me

A. B. Shedd Justice of the Peace.

February 19 1869, h. m. M. Received and entered with Middlesex Deeds, libro 1051 folio 255.

Attest: Chas. B. Stevens Register.

1259 555

Know all men by these presents, that we Sears Condit of Somerville, and Andrew J. Barnes of Charlestown and both in the County of Middlesex & Commonwealth of Massachusetts in consideration of six thousand five hundred ~~dollars~~ paid by the Middlesex Railroad Company a body corporate having its usual place of business in Boston County ~~of Suffolk~~ & Commonwealth aforesaid ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company its successors and assigns a certain piece of land with the buildings thereon situated in said Charlestown and bounded and described as follows, Viz;

South Westerly on Winter Hill road so called or road to Medford via Winter Hill sixty feet. North Westerly on land of George Walsh formerly of Widow Walsh one hundred feet. North Easterly on land of grantee sixty feet. South Easterly on land of grantee one hundred feet

being the same premises conveyed to us by Oliver Dickson and recorded with Middlesex South District Deeds Lib 1121 Fol 368 and containing 6005 + square feet.

This conveyance is made subject to a mortgage of twenty five hundred dollars which becomes due August 17th 1873 held by David Simonds.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and its successors and assigns, to its own ~~their~~ use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators covenant with the said grantee and its successors and assigns that we ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the mortgage aforesaid

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid we the said Sears Condit and Mary wife of said Condit and Andrew J. Barnes and Louisa wife of said Barnes do hereby release unto the ~~grantee~~ said grantee and its successors and all right of or to both dower and homestead in the granted premises.

In witness whereof we the said Sears Condit, Mary Condit, Andrew J Barnes and Louisa Barnes hereunto ~~hereto~~ set our hands and seals this Seventeenth day of May in the year one thousand eight hundred and Seventy three

Signed and sealed in presence of &c

Sears Condit (Seal)
Mary Condit (Seal)
Andrew J. Barnes (Seal)
Louisa Barnes (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 17th 1873 ~~188~~. Then personally appeared the above-named Sears Condit and acknowledged the foregoing instrument to be his free act and deed before me —

H. N. Sheldon Justice of the Peace.

..... May 19. 1873 ~~188~~, h .m M. Received and entered with Middlesex Deeds, libro 1259 folio 555.

Attest: Chas B. Stevens. Register.

1290-365

Know all men by these presents, that I, Otis Simonds of Wilmington in the County of Middlesex and Commonwealth of Massachusetts

in consideration of twelve hundred dollars to me ~~dollars~~

paid by the Middlesex Railroad Company, a body corporate having its usual place of business in Boston in the county of Suffolk and Commonwealth aforesaid ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said Middlesex Railroad Company its successors and assigns forever, all that lot of land in Charlestown in the said County of Middlesex with the Buildings thereon **bounded** and described as follows.

Beginning at the southerly corner on a passage way or court of thirty feet in width at land formerly of A. Babcock and running northeasterly on said court sixty feet, thence running northwesterly by land formerly of John Gardner eighty seven feet. thence running southwesterly by land formerly of said Babcock sixty feet. thence running southeasterly by land formerly of said Babcock eighty six feet to the corner begun at.

with all the rights of way, privileges and appurtenances to the same belonging. Being the same premises conveyed to Abner D. Farnum by John Gardner by deed dated October 1st 1856, and recorded with Middlesex Southern Dist Deeds. The said premises now being occupied by the grantee as and for a stable and being the same premises conveyed to the grantee under a power of sale mortgage, wherein, by assignment, Joseph R Churchill was the mortgagee and by him acting under a mortgage deed given by said Simonds to Abner D. Farnum conveyed to the said Railroad Company.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Middlesex Railroad Company its successors and assigns, to its ~~a~~ their use and behoof forever.

And I the said ~~hereby~~ Otis Simonds, for myself and my heirs, executors, and administrators do covenant with the Middlesex Railroad Company ~~and~~ its successors and assigns that the premises are free from all incumbrances made or suffered by me, except the mortgage to Abner D. Farnum, above mentioned,

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the Middlesex Railroad Company ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ ~~dower and homestead in the granted premises.~~

In witness whereof I the said Otis Simonds, having no wife, in token of my release of all right and title of or to homestead in the granted premises, have hereunto ~~hereto~~ set my hand and seal this thirty first day of December in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy three

Signed and sealed in presence of L.C.

Otis Simonds (Seal)

~~Commonwealth of Massachusetts.~~ Suffolk ss. Dec 31st 1873 ~~188~~ . Then personally appeared the ~~above~~ within named Otis Simonds and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

L. M. Child Justice of the Peace.

Jan 1 1874 ~~188~~ , h m M. Received and entered with Middlesex Deeds, libro 1290 folio 365

Attest: Chas. B. Stevens. Register.

1278 69

Whereas Abner D. Farnum of Charlestown in the County of Middlesex, milkman, did by his mortgage deed dated October 1 1856 and recorded with Middlesex Southern District Deeds Lib 751 fol 224 convey the premises hereinafter described to one John Gardner of said Charlestown, carpenter which said mortgage has by deed of assignment dated August 23 1873, and recorded in said Registry Lib 1274 fol 457 been assigned to me, Joseph R. Churchill of Boston in the County of Suffolk, and **whereas** in and by said mortgage deed the grantee therein named his executors, administrators or assigns were authorized and empowered after three months continuance of any breach of the condition of said mortgage to sell the said premises with all the improvements that may be thereon at public auction in said Charlestown first publishing a notice as therein required and in his or their own name or as the attorney of the grantor to convey the same absolutely and in fee simple to the purchaser or purchasers, and **whereas** there has been such breach and of more than three months continuance and notice has been published and a sale has been made as more particularly appears in and by the affidavit hereto subjoined, **Now therefore,**

Know all Men, that I the said **Joseph R. Churchill,** by virtue and in pursuance of the power of sale in said mortgage contained, and of every other power me hereto enabling, do in consideration of the sum of seven hundred and five dollars to me paid by The **Middlesex Railroad Company,** a Corporation legally established, the receipt whereof is hereby acknowledged hereby grant, bargain, sell and convey to said **Middlesex Railroad Company** all and singular the premises conveyed by said mortgage, to wit, all that lot of land in said **Charlestown** with the buildings thereon, **bounded** as follows, viz;

Beginning at the southerly corner on a passage way or court of thirty feet in width at land of A. Babcock, and running northeasterly on said court sixty feet, thence running northwesterly by land now or late of said Gardner eighty seven feet, thence running southwesterly by land of said Babcock sixty feet thence running southeasterly by said Babcock's land eighty six feet to the corner begun at

with all the rights of way privileges and appurtenances to the same belonging.

To Have and To Hold the same to the said **Middlesex Railroad Company** and its successors and assigns forever.

In Testimony whereof I here to set my hand and seal this fifteenth day of September A. D. eighteen hundred and seventy three.

Executed in presence of &c &c

Joseph R. Churchill (Seals)

~ Commonwealth of Massachusetts ~

Suffolk s.s. Sept 16 1873. Then personally appeared the above named Jos. R Churchill and acknowledged the above instrument to be his free act and deed.

Before me George B. Bigelow Justice of the Peace.

Middlesex s.s. Sept 17 1873. Rec'd and Recorded
Attest Chas B. Stevens Reg

~ Affidavit ~

I, **Joseph R. Churchill** who execute the foregoing deed on oath depose and say that default has been made in the payment of a portion of the principal sum and of a portion of the interest due under said mortgage, and mentioned in the condition thereof the said portions of principal and interest, not having been at the time they became payable or at any time paid or tendered to any person authorized to receive the same, and that the said default has continued for more than three months previous to the sale hereinafter referred to, and that pursuant to the provisions of said mortgage deed I published on the thirtieth day of August now last past and on the sixth and thirteenth days of September current in the Charlestown Advertiser, a newspaper published and printed in said Charlestown, and in the County of Middlesex a notice of which the following is a true copy.

Mortgagee's Sale.

To Abner D. Farnum mortgagor, to Otis Simonds of Lexington, believed to own the Equity of Redemption, to the Middlesex Horse Railroad Company, and to all other persons interested in the premises hereinafter described By virtue of a power of sale contained in a certain mortgage deed made by Abner D. Farnum of Charlestown in the County of Middlesex, milkman, to John Gardner of said Charlestown, Carpenter, dated October 1st 1856 and recorded with Middlesex Southern District Deeds Lib 751 Fol 224 which mortgage deed has been duly assigned to me, Joseph R. Churchill of Boston in the County of Suffolk by deed of assignment dated August 23 1873 and duly recorded in said Registry will be sold at public auction upon the premises on Monday the fifteenth day of September A D 1873 at three o'clock in the afternoon all and singular the premises conveyed by said mortgage deed to wit; all that lot of land in

said **Charlestown**, with the buildings thereon **bounded** as follows, viz;
Beginning at the southerly corner on a passageway or court of thirty feet in width at land of E. Babcock and running northeasterly on said court sixty feet: thence running northwesterly by land of said John Gardner eighty seven feet thence running south westerly by land of said Babcock sixty feet. thence running southeasterly by said Babcocks land eighty six feet: to the corner begun at.
with all the rights & appurtenances to the same belonging
Being the same premises conveyed to said Farnum by said Gardner by deed bearing even date with said mortgage.
Joseph R. Churchill assignee of said mortgage. Boston Oct 16 1873
State House Aug 27 1873 au 30-t3.
and I further depose and say that pursuant to said notice, and at the time and place therein appointed, the said default still continuing. I sold the premises conveyed by said mortgage deed at public auction by John D. Bradlee a duly licensed auctioneer to the Middlesex Railroad Company above named for the sum of seven hundred and five dollars, which sum was bid by the said Company, by and through its President Charles E. Powers thereto authorized, and was the highest bid made therefor at said auction, and I have this day in pursuance of said power contained in said mortgage, delivered to said Company, by its said President the foregoing deed of said mortgaged premises.
Witness my hand this sixteenth day of September A D. 1873.

Joseph R. Churchill.

Commonwealth of Massachusetts.

Suffolk ss. Sept 16 1873. Then personally appeared the above named Jos R. Churchill and made oath that the foregoing affidavit by him subscribed is true
Before me. George B. Bigelow Justice of the Peace.

Middlesex ss. Sept 17. 1873. Rec'd & Recorded
Attest, Chas B. Stevens Reg.

1507-90

Know all men by these presents, that I Lydia M. Tyler wife of J. K. Tyler of Boston in the County of Suffolk and Commonwealth of Massachusetts, in her own right.

in consideration of Eight Thousand Six Hundred and twenty five dollars

paid by the Middlesex Railroad Company, a body corporate, having its usual place of business in said Boston ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company its successors and assigns a certain parcel of land with the buildings thereon situated on the North Easterly side of Main Street in that part of said Boston called Charlestown, being the numbered Six-hundred and thirty one and Six hundred and thirty three on said Main Street and **bounded** and described as follows, viz,

North westerly by land now or late of Archibald Babcock, formerly of William Smith one hundred (100) feet, South westerly by said Main Street: formerly called Medford Turnpike seventy five (75) feet South easterly by land now or late of Joseph Underwood one hundred (100) feet North easterly by land now or late of Archibald Babcock seventy five (75) feet Containing seventy five hundred square feet more or less or however otherwise bounded or described.

Being the same premises conveyed to me under my then name of Lydia M. Walsh by deed dated July 2 1860 Recorded with Md'x So Dist Deeds Lib 831 Fol 506. The said premises are subject to a mortgage for Four Thousand Dollars held by William I Bowditch which mortgage the said grantee is to assume and pay and which sum is to be a part of the purchase money.

Note: this mortgage was assigned to the company 1 [illegible]

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the mortgage above described

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid we Lydia M Tyler and J. K. Tyler husband of said Lydia do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises. and all rights to the tenancy by the curtesy

In witness whereof we the said Lydia M. Tyler and J K. Tyler have hereunto ~~hereto~~ set our hands and seals this twenty eighth day of October in the year one thousand eight hundred and eighty

Signed and sealed in presence of

Lydia M. Tyler (Seal)

Jonas K. Tyler (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston, Oct 28 1880. Then personally appeared the above-named Lydia M. Tyler and acknowledged the foregoing instrument to be her free act and deed before me —

L. M. Child Justice of the Peace.

October 28 1880, 11h 24m AM. Received and entered with Suffolk Deeds, libro 1507 folio 90

Attest: Thos F Temple Register.

1522 220

Know all men by these presents, that The Middlesex Railroad Company a body corporate under the laws of the Commonwealth of Massachusetts, and having its usual place of business in the City of Boston in said Commonwealth in consideration of One hundred and eight dollars paid by ~~the~~ Thomas A. Shedd of the said City of Boston ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Shedd his heirs and assigns forever a certain piece or parcel of land situate in the Charlestown district of said Boston **described** as follows,

Beginning at a point on the land of the grantor on the Northeasterly side of Main Street in said Charlestown district seventy seven and thirty hundredths feet from the corner of Dorrance ~~street~~ and said Main Streets, thence running southeasterly on said Main street one and forty five hundredths feet to land of grantee; thence turning and running by land of grantee by a straight line through the buildings of the grantee about eighty five feet to other land of grantor; thence turning and running northwesterly by land of grantor seventy six hundredths of a foot; thence turning and running southwesterly by the line of the buildings of said grantee and by the same line extended about eighty five feet to the point begun at.

Meaning hereby to convey a small strip of land by the Southwesterly side of grantees land one and forty five hundredths feet wide on Main Street and Seventy six hundredths feet wide at the rear end for the purpose of granting to grantee the land on which his building has encroached and for making the line straight. containing Ninety three ninety two hundredths square feet

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Shedd and his heirs ..... and ..... assigns, to their own use and behoof forever.

And the said Middlesex Railroad Company does hereby, for itself and its ~~heirs, executors, and administrators~~ successors and assigns **covenant** with the said grantee and his heirs and assigns that it is ..... lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that it has ~~have~~ good right to sell and convey the same as aforesaid; and that it will and its ~~heirs, executors, and administrators~~ successors and assigns shall **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said The Middlesex Railroad Company by the hands of its President, he being duly authorized so to do, hereunto ~~hereto~~ sets its hand and seal this Twenty seventh day of April in the year one thousand eight hundred and eighty one

Signed and sealed in presence of &c

Middlesex R.R. Co.
by Chas. E. Powers.
Prest.

(Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. 27th April 1881. Then personally appeared the above-named Charles E Powers and acknowledged the foregoing instrument to be the free act and deed of said Middlesex (Rail) Road Company before me —

Joseph M. Patten Justice of the Peace.

April 27 1881, 12 h 20 m P M. Received and entered with Suffolk Deeds, libro 1522 folio 220.

Attest: Thos. F. Temple Register.

1536- 63

Know all men by these presents, that I, Charles E. Powers of Boston in the County of Suffolk and Commonwealth of Massachusetts,

in consideration of one dollar to me ~~dollars~~

paid by the Middlesex Railroad Company a body corporate, having its usual place of business in said Boston & the assuming & paying of a certain mortgage and note given by me ~~established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said Middlesex Railroad Company its successors & assigns, all my right title and interest in & to a parcel of land situated in the Bunker Hill District of Boston, bounded & described as follows viz;

easterly on Beacham street one hundred and thirty three 17/100 (133.17) feet, northerly on a passage way ninety (90) feet, westerly on land now or formerly of the heirs of A. Babcock and of the grantee, one hundred & sixty two 42/100 (162.42) feet, southerly on land now or late of Sias Timson eighty six 25/100 (86.25) feet.

containing twelve thousand six hundred & sixty three (12665) square feet more or less as shown on a plan & survey made by John Sargent & Sons July 1858, being lots eight (8) nine (9) & ten (10) on said plan (Being the same premises conveyed to me by William Litchfield by deed dated Sept 1st 1879 & recorded with Suffolk Deeds Lib 1468 Fol 11.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company & its successors & assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators covenant with the said grantee and its successors & assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors & assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Charles E. Powers have hereunto ~~hereto~~ set my hand and seal this first day of September in the year one thousand eight hundred and eighty one.

Signed and sealed in presence of me

Charles E. Powers. (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 1st 1881. Then personally appeared the above-named Charles E. Powers and acknowledged the foregoing instrument to be his free act and deed before me —

L. M. Child Justice of the Peace.

Sept 12th 1881, 10h. 4m A.M. Received and entered with Suffolk Deeds, libro 1536 folio 63

Attest: Thos. T. Kimball Register.

1772.466.

Know all men by these presents, that we Thomas G. Frothingham of Boston Mass, Mary C. O'Neil in my own right of Newburg New York, Matilda Adams of Ellsworth Kansas, widow, Krylena McClean in my own right of Springfield Mass, and Sarah S. Gill in my own right of Junction City Kansas ~~in consideration of~~ ~~paid by the~~ in consideration of **One dollar**, and other considerations paid by the Boston Consolidated Street Railway Company a corporation duly organized ~~established~~ under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Boston Consolidated Street Railway Company a certain parcel of land in that part of said Boston which was Charlestown, and bounded and described as follows, viz,

Beginning on the Southeasterly side of Dorrance Street about three hundred and forty one and 12/100 (341.12) feet Northeasterly from its junction with Mystic Avenue and at land of the grantee and then running Southeasterly on the grantees said land two hundred fifty one and 28/100 (251.28) feet more or less to land of the grantee formerly owned by Wm. Litchfield and conveyed by him to it, thence running Northeasterly on said Litchfield land eighty seven and 75/100 (87.75) feet to land now or lately of Quinlan thence running Northwesterly on said Quinlan land, land of Callahan now or lately, land now or lately of McCarty and of Sewell two hundred and forty six (246) feet more or less to Dorrance Street, thence Southwesterly on Dorrance Street eighty seven and 75/100 (87.75) feet more or less to the point of beginning.

Being all of the land lying between said Dorrance Street and said Litchfield land conveyed to our late Father Richard Frothingham, deceased, by the Proprietors of the Middlesex Canal by deed dated, Sept 28 1851 and recorded in Middlesex So. Dist Registry of Deeds, Lib 1203 fol 175, and we hereby convey to this grantee all our land lying between said Dorrance Street and said Litchfield land.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Boston Consolidated Street Railway Company and its assigns, to their use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its assigns that the granted premises are free from all incumbrances made or suffered by us, except the taxes assessed May 1. 1887 which the grantee agrees to pay;

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us, except as aforesaid but against none other.

And for the consideration aforesaid we Krylena Frothingham wife of said Richard, Frances A. wife of said Thos. G. also Charles husband of said Mary C. O'Neil, George C. Husband of said Krylena McClean, Clifford B. husband of said Sarah S. Gill ~~do hereby release unto the grantee~~ who join herein in token of our assent hereto & our release of our homestead & dower in the granted premises ~~all right of or to both dower and homestead in the granted premises~~ to the contrary, do hereby release unto the said grantee and to assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said Krylena Frothingham, Thomas G. Frothingham, Frances A. Frothingham, Mary C. O'Neil, Charles O'Neil Matilda Adams, widow, Krylena McClean George C. McClean, Sarah S. Gill and Clifford B. Gill hereunto ~~hereto~~ set our hands and seals this second day of May in the year one thousand eight hundred and eighty seven.

Signed and sealed in presence of

Simon Davis

Krylena Frothingham (Seal)
Thomas G. Frothingham (Seal)
Frances A. Frothingham (Seal)
Mary C. O'Neil (Seal)
Charles O'Neil (Seal)
Matilda Adams (Seal)
Krylena McClean (Seal)
George C. McClean (Seal)
Sarah S. Gill (Seal)
Clifford B. Gill (Seal)

Commonwealth of Massachusetts. Suffolk ss. May 14 1887. Then personally appeared the above-named Thomas G. Frothingham and acknowledged the foregoing instrument to be his free act and deed before me —

Henry W. Bragg. Justice of the Peace.

May 18 1887. 12 h 33 m P.M. Received and entered with Suffolk Deeds, libro 1772 folio 466

Attest: Thos. F. Temple. Register.

1510 577

238

Know all men by these presents, that we Willard Rice and Ida L. Rice of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of Three hundred and fifty dollars

paid by the Middlesex Railroad Company a body corporate having its usual place of business in said Boston, ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Middlesex Railroad Company, its successors and assigns, all our right, title and interest of every nature, whether fee or easement, in and to the following lot of land, situate at or near the junction of Beacham and West streets in the part of Boston, called Charlestown Neck, and bounded as described as follows;

Beginning at the southerly corner of said Beacham and West streets and running southwesterly by land of grantee about sixty five feet to other land of grantee; thence turning at nearly right angles and running northwesterly by land of grantee about forty three feet to other land of grantee; thence turning at nearly right angles and running northeasterly by land of grantee, by land formerly of Otis Simonds, now land of grantee about sixty feet to land of grantee formerly of William Litchfield, thence turning at nearly a right angle and running southeasterly about five feet by said Litchfield's land to a point that would intersect the northwest line of Beacham street extended southwesterly, thence turning at nearly a right angle and running northeasterly about eight feet to a point on the northwest line of said Beacham street opposite the corner of West and Beacham, thence turning at right angles and running in a straight line across Beacham street about thirty three feet to point of beginning. It however otherwise bounded or described

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and ~~its successors~~ assigns, to their own use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Willard Rice and Ida L. Rice have hereunto ~~hereto~~ set our hands and seals this Tenth day of December in the year one thousand eight hundred and eighty.

Signed and sealed in presence of us

Willard Rice (Seal)

Ida L. Rice (Seal)

Commonwealth of Massachusetts. Suffolk ss. Dec 11 1880. Then personally appeared the above-named Willard Rice and Ida L. Rice and acknowledged the foregoing instrument to be their free act and deed before me —

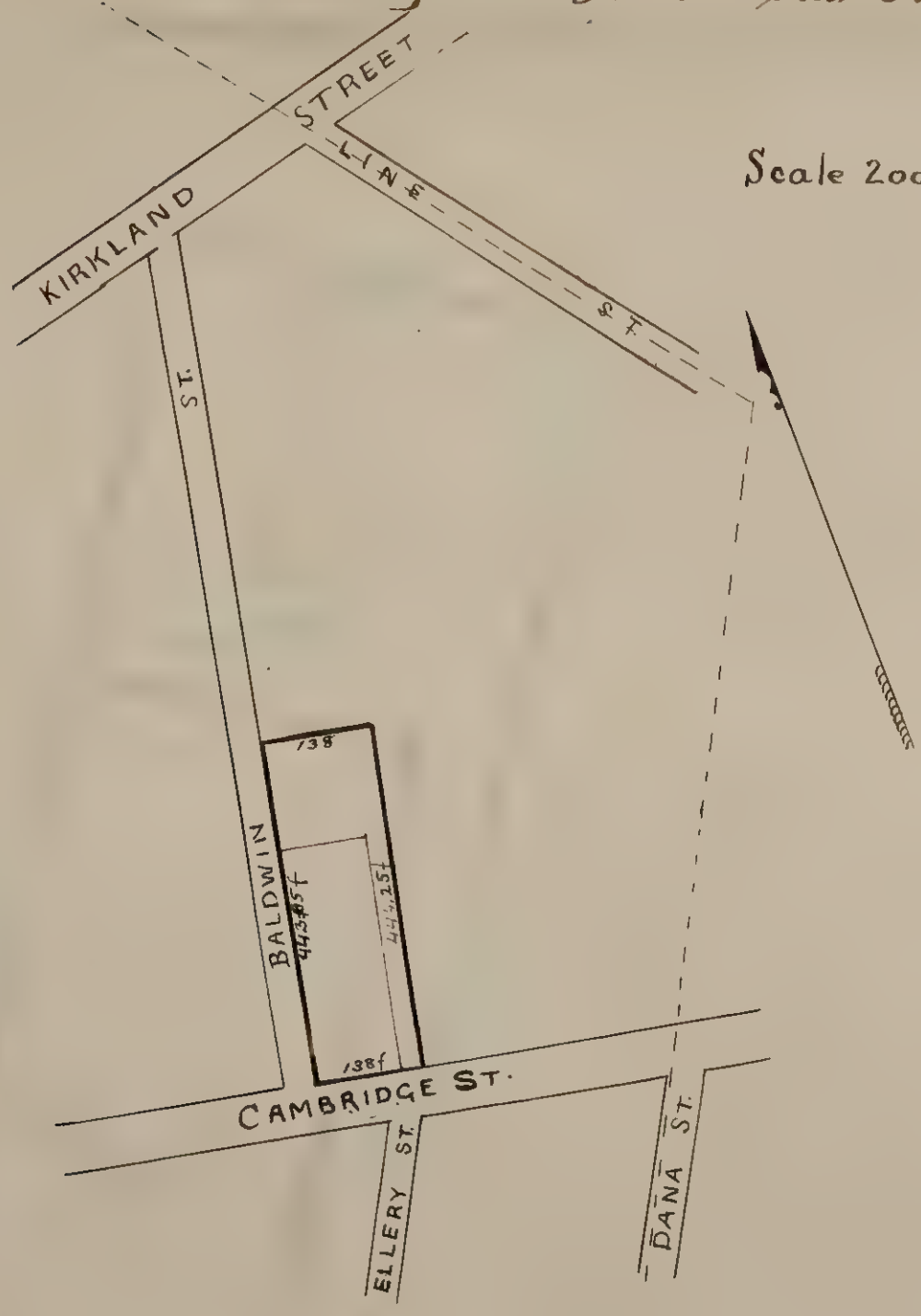
Thomas E. Barry Justice of the Peace.

December 11 1880, 11h. 35m. AM. Received and entered with Suffolk Deeds, libro 1510 folio 577

Attest: Thos. F. Temple Register.

Cambridge Baldwin and Cambridge Sts.

Scale 200 ft. to an inch.



Cambridge Baldwin and Cambridge Sts

Middlesex 1620-281. Union Railway Co to Cambridge R.R. Co. Lot A page 241

Being 1st parcel described in above deed.

The 2nd parcel in above deed is Lot B.

See plan of Arthur Hodges May 1878. Midd. So. Dist. Plan Book 40 Plan 27.
Plan Book page 61

Know all Men by these Presents,

That the **Union Railway Company** a Corporation duly established by law in the Commonwealth of Massachusetts, in consideration of One Dollar to it paid by the **Cambridge Railroad Company**, a Corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged, and in compliance with certain of the agreements and stipulations set forth and contained in a contract in writing, made and entered into by and between the said two Corporations, bearing date the twenty second day of November in the year eighteen hundred and eighty two, and recorded with Middlesex So. Dist Deeds Lib 1616 Fols 260-266 does hereby give, grant, bargain, sell and convey unto the said **Cambridge Railroad Company** its successors and assigns, a certain piece or parcel of land situate in **Cambridge** in the County of Middlesex in said Commonwealth, described and **bounded** as follows;

Commencing at the North Easterly corner of Cambridge and Baldwin streets and running southeasterly by said Cambridge street one hundred and nine feet, thence turning at a right angle and running North Easterly, by land of Charles M. Hovey and Phineas B. Hovey three hundred feet, thence turning at a right angle and running North Westerly by land of said Charles M. Hovey and Phineas B. Hovey one hundred and nine feet to said Baldwin Street, thence running southwesterly by Baldwin street three hundred feet to point of beginning.

Containing thirty two thousand seven hundred feet. being the same premises conveyed to the grantor by the said Charles M. Hovey and Phineas B. Hovey by deed dated December 24th 1875, and recorded with Middlesex So. Dist. Deeds Book 1378 Page 579.

Also a certain other parcel of land situate in said **Cambridge** and **bounded** and described as follows, to wit,

Beginning at a point on the easterly side of said Baldwin street three hundred feet from the corner of said Baldwin and Cambridge streets, and running northeasterly by said Baldwin street, one hundred forty three sixty five hundredths (143.65) feet, thence turning at a right angle and running Southeasterly by land now or late of M. M. Rice one hundred thirty eight (138) feet, thence turning again at a right angle and running Southwesterly by land of Charles M. Hovey and Phineas B. Hovey, four hundred forty four and twenty five hundredths (444.25) feet to Cambridge street, thence North westerly by said Cambridge street twenty nine (29) feet to land of the grantor, thence turning at a right angle and running northeasterly by land of the grantor three hundred (300) feet thence turning again at a right angle and running Northwesterly by land of the grantor one hundred and nine (109) feet to the point of beginning, containing about 28557 square feet according to a plan of this land made by Arthur Hodges dated May 1878.

being the same premises conveyed to the grantor by the said Charles M. Hovey and Phineas B. Hovey by deed dated December 31 1880, and recorded with Middlesex So. Dist. Deeds Book 1562 Page 89.

Also a certain other parcel of land situated in said **Cambridge** **bounded** and described as follows, being part of the Owen Estate, so called,

beginning at a stake at the junction Murray Street and Bennett Street; thence running on Murray street South Westerly two hundred and eighty eight one hundredths feet (200.88) thence turning at an angle of ninety five degrees and twenty two minutes, and running North Westerly three hundred and ninety two and four one hundredths feet (392.04) to land of William A. Whitney, thence turning at an angle of seventy three degrees and fifty four minutes and running North Easterly one hundred and four feet and eight one hundredths (104.08) thence turning at an angle of one hundred and six degrees and six minutes and running South Easterly eighty nine and sixty five one hundredths feet; thence turning two hundred and seventy degrees and running North Easterly one hundred feet (100) to Bennett Street, thence turning at an angle of ninety degrees and running on Bennett Street two hundred and ninety two and sixty five one hundredths feet to place of beginning;

containing sixty seven thousand sixty (67060) feet according to a plan made by P. G. Chase dated July 28 1871. being the same premises conveyed to the grantor by Estes Howe by deed dated July 28 1871 and recorded with Middlesex So. Dist Deeds Lib 1181 fol 418.

Also a certain other parcel of land with the buildings thereon situated in said **Cambridge** on the Northwesterly side of **Brighton street** and **bounded** and described as follows;

Beginning at Brighton Street at the southerly corner of land

of Elizabeth McClinchey, thence running Northwesterly by said McClinchey's land ninety seven $\frac{05}{100}$ (97.05) feet; thence turning and running northeasterly by said McClinchey's land fifty four $\frac{15}{100}$ (54.15) feet to land of Munroe heirs, thence turning and running North Westerly by said Munroe Heirs land one hundred and six $\frac{34}{100}$ (106.34) feet to land of James Bolger. thence turning and running southwesterly by land of said Bolger and land now or late of Estes Howe et al one hundred and fifteen $\frac{1}{100}$ (115.01) feet to land of James McClennan. thence turning and running Southeasterly by land of said McClennan and by land of Jeremiah Connor one hundred and ninety one $\frac{48}{100}$ (191.48) feet to Brighton street; thence turning and running Northeasterly on said Street forty nine $\frac{13}{100}$ (49.13) feet to point of beginning.
containing 15650 square feet: being lot Numbered (2) on plan of G. G. Chase dated July 5 1881. and the same premises in part conveyed to the grantor by said James Bolger, by deed dated July 26 1881 and recorded with Middlesex So. Dist. Deeds Book 1575 Page 33.

Also a certain other lot of land with the buildings thereon situate in said **Cambridge**, on the southeasterly side of **Murray street** adjoining on its southeasterly end the land above described and **bounded** and described as follows;

Beginning on the southeasterly side of said Murray Street at the intersection of the line dividing land herein conveyed from land now or formerly of Bryant and Sanderson. thence running southwesterly on said Murray Street one hundred (100) feet. thence turning at a right angle and running easterly to the land above described one hundred and fifty two $\frac{94}{100}$ (152.94) feet, thence turning at an angle of 87°13' and running northeasterly on said land eighty seven $\frac{14}{100}$ (87.14) feet to said land now or formerly of Bryant and Sanderson, thence turning an angle of 07°46' and running Northwesterly on said land now or formerly of Bryant and Sanderson one hundred and forty nine $\frac{27}{100}$ (149.27) feet to point of beginning.
Containing 14,091 square feet; being lot No three (3) on plan of G. G. Chase dated July 5 1881; and the same premises in part conveyed to the grantor by said James Bolger by the deed last above referred to.

Also a certain other parcel of land with the buildings thereon situated in **Ward one** in said **Cambridge**, and **bounded** and described as follows:

Beginning at the southerly corner of land of Mary Rand on the Northerly side of Brighton street; thence running southerly on said street forty two $\frac{41}{100}$ feet to land formerly of James Bolger; thence turning and running northwesterly, and bounded southwesterly by land formerly of said Bolger ninety seven $\frac{5}{100}$ feet. thence turning and running Northeasterly and bounded Northwesterly by land formerly of said Bolger, and land of Munroe Heirs fifty six $\frac{25}{100}$ feet to land of said Rand; thence turning and running southeasterly and bounded northeasterly by land of said Rand ninety seven $\frac{76}{100}$ feet to point of departure:
containing 4656 square feet and being Lot numbered one on plan of G. G. Chase dated July 5 1881 and the same premises conveyed to the grantor by Elizabeth McClinchey by deed dated July 26 1881, and recorded with Middlesex So. Dist Deeds Book 1575 Page 32

Also a certain other parcel of land situate in said **Cambridge** and **bounded** and described as follows:

Beginning at a point in the Northeasterly line of North Avenue, at land now or late of Person Davis; thence running northeasterly by said land of Davis two hundred and ninety eight $\frac{98}{100}$ feet to a stake, thence turning and running southeasterly by land now or formerly of Samuel F. Woodbridge Two hundred and nine $\frac{83}{100}$ feet to a stake at a new street called Frank Street; thence turning and running Southwesterly by said Frank street One hundred and ten feet to a stake; thence turning and running Northwesterly by said land of Woodbridge and land of Adams One hundred and twelve $\frac{26}{100}$ feet thence turning and running southwesterly by said land of Adams one hundred and eighty nine $\frac{56}{100}$ feet to North Avenue, thence turning and running Northwesterly by North Avenue eighty six $\frac{9}{100}$ feet to the point of departure.
Said parcel contains 30665 square feet, and is delineated on a plan of the premises which are the same conveyed to the grantor by said Samuel F. Woodbridge by deed dated June 7 1873 and recorded with Middlesex So. Dist Deeds Book 1281 Page 506, wherein said plan is also recorded.

Also a certain other parcel of land situate on **River Street** in that part of said Cambridge called **Cambridgeport**, **bounded** and described as follows.

Beginning on the southerly line of said River Street at land of McKenzie, thence running a little east of south, at an angle of eighty eight degrees and fifteen minutes, and bounded easterly by land of said McKenzie Two hundred and twenty five feet. to the centre of a creek, thence along the centre of said creek in a southerly direction about three hundred and sixty five

feet, thence turning and running Northerly and bounded Westerly by land now or late of Jacob Nudd Four hundred and seventy five feet to said River Street, this line being at an angle of ninety one degrees and forty five minutes with said South erly line of said River Street, thence turning and running easterly, and bounded northerly by said River Street one hundred and eighty four feet to the point of departure; containing 70600 square feet, and being the same premises conveyed to the grantor by said Jacob Nudd, by deed dated January 11 1871 and recorded with Middlesex So. Dist Deeds Book 1144 Page 11.

Also a certain other parcel of land situate in that part of said Cambridge called **East Cambridge**, and **bounded** and described as follows,

Southerly on Cambridge street one hundred and fifty feet Westerly on lot numbered ninety eight on Peter Tufts Plan of Lechmere Point recorded with Middlesex Deeds Book 243 Page 544, one hundred feet; Northerly on lots numbered ninety five and ninety six on said Plan one hundred and fifty feet: Easterly on lot numbered three hundred and fifty one on said Plan one hundred feet.

The premises hereby conveyed contain 15000 square feet, are the lot numbered ninety seven on said Plan, and the same conveyed to the grantor by Joseph Lyman and Samuel G. Howe Trustees, by deed dated July 15 1869 and recorded with Middlesex So. Dist Deeds Book 1080 Page 259.

Also a certain other Parcel of land situate in that part of said Cambridge called **Cambridgeport** and **bounded** and described as follows,

Southerly on Main Street ninety $\frac{55}{100}$ feet and on Harvard Street nine $\frac{92}{100}$ feet. Westerly on land of the grantor Two hundred and thirty eight $\frac{64}{100}$ feet: Northerly on a twenty feet Passageway ninety eight $\frac{6}{100}$ feet. Easterly on Dock Street Two hundred and one $\frac{82}{100}$ feet

containing 21557 square feet more or less, and being the same premises conveyed to the grantor by Samuel A. Fisk and James C. Fisk Executors, by deed dated March 15 1866 and recorded with Middlesex So Dist. Deeds. Book 973 Page 202 and by the City of Cambridge by deed dated April 20 1870 and recorded in said Registry, Book 1120 Page 355: said two deeds being referred to for a more particular description of the premises hereby conveyed:

Also a certain other Parcel of land situate in that part of Cambridge called **Cambridgeport** near the junction of Main and Harvard streets and **bounded** as follows,

Beginning at the Westerly corner thereof on said Harvard Street at land now or late of John Powers, Southerly on said Harvard Street by a line running from said first mentioned corner to land now or late of J. Harlow Forty seven $\frac{95}{100}$ feet, Easterly on said land of Harlow by a line making an angle of 64° 12' 40" with the line last mentioned twenty feet, Southerly again on said land of Harlow by a line making an angle of 270° with the line last mentioned eighty two feet; Westerly on said land of Harlow by a line making an angle of 270° with the line last mentioned Fifty nine $\frac{02}{100}$ feet to said Harvard Street, Southerly again on said Harvard Street by a line making an angle of 115° 47' 20" with the line last mentioned sixty $\frac{67}{100}$ feet to other land of the grantor, easterly again on said land of the grantor by a line making an angle of 70° 45' 40" with the line last mentioned Two hundred and thirty eight $\frac{64}{100}$ feet to a passage way, Northerly on said passage way by a line making an angle of 98° 25' 30" with the line last mentioned eighty three $\frac{15}{100}$ feet to the South Dock so called; Westerly again on said South Dock by a line making an angle of 88° 21' 42" with the line last mentioned one hundred and fourteen $\frac{14}{100}$ feet; Northerly again on said South Dock by a line making an angle of 273° 20' 18" with the line last mentioned eighty $\frac{83}{100}$ feet to said land of Powers, and Westerly again on said land of Powers by a line making an angle of 90° with the line last mentioned One hundred and eighteen feet to the point of departure.

Containing twenty nine thousand four hundred and ninety eight square feet more or less: being the same premises conveyed to the grantor by Samuel A. Fisk and James C. Fisk Executors and Trustees by deed dated July 10 1871 and recorded with Middlesex So Dist Deeds Book 1171 Page 42.

Also a certain other parcel of land situate in that part of said **Cambridge formerly** a part of **Belmont**, in said County of Middlesex embracing lots numbered Ten, Eleven, Twelve, Thirteen, Fourteen and Fifteen on Alexander Wadsworth's Plan of "Strawberry Hill so called, dated August 6 1847 and recorded with Middlesex Deeds in Book of Plans Number Two Page 50 **bounded** and described as follows,

Southerly on Mount Auburn Street Four hundred and thirty eight feet. Northwesterly on land of the Watertown Railroad Four hundred and forty eight feet six inches, Northeasterly on the same eight feet three inches Northwesterly again on the same sixty two feet six inches; Northerly on lot numbered nine on said Plan one hundred and ninety two feet, and easterly on Auburn Place Four hundred and fifty feet.

Containing as per said Plan 143866 square feet, be the same or any of the above measurements, more or less, being the same premises conveyed to the grantor by Samuel Batchelder Jr Trustee by deed dated July 2 1860 and recorded with Middlesex Deeds Book 844 Page 40, 41

Also a certain other parcel of land embracing two lots with the buildings thereon situate in said **Cambridge** and **bounded** and described as follows;

The first lot

commencing at the northeast corner thereof at the intersection of Dunster Street and Harvard Square, thence running about northwesterly on said Harvard Square sixty two feet three inches, more or less, to land formerly of John Read; thence turning and running about southwesterly by said land of Read and land lately of William Watriss two hundred and twenty eight feet six inches more or less to the southeasterly corner of said land late of Watriss; thence turning and running about easterly on the parcel of land hereinafter described, sixty feet ten inches, more or less, to said Dunster Street thence turning and running about Northeasterly on said Dunster Street two hundred and twenty five feet four inches more or less to the point of departure.

The second of said **lots** of land

commencing at the Northeast corner thereof on said Dunster Street, thence running about Westerly by the lot above described and by said land lately of said Watriss eighty feet six inches, more or less, to land of William Read, thence turning and running about Southerly by said land of William Read sixty four feet four inches, more or less, to land formerly of A Hilliard, deceased; thence turning and running about easterly by said land late of Hilliard eighty two feet nine inches to said Dunster Street: thence about Northeasterly by said Dunster Street seventy two feet two inches more or less, to the point of departure.

being the same premises conveyed to the grantor by Abel Willard, by deed dated April 1 1857 and recorded with Middlesex So Dist. Deeds Book 770 Page 528, and hereby conveyed subject to all the conditions, easements, rights and privileges mentioned and reserved in said deed of said Willard so far as the same now exists:

Also a certain other parcel of land with the buildings, situate in said **Cambridge** and **bounded** and described as follows

Beginning at the Northwest corner of Mount Auburn and Dunster Streets, thence running Northeasterly on said Dunster Street sixty six and one half feet to land of the grantor, thence turning and running Northwesterly on land of the grantor seventy eight feet four inches to land of William Read, thence turning and running Southwesterly on land of said Read sixty three feet nine inches to said Mount Auburn Street; thence turning and running on said Mount Auburn Street seventy nine feet to the point of departure containing five thousand one hundred and twelve square feet more or less.

being the same premises conveyed to the grantor by Stephen C Farwell and Francis Hilliard Trustees by deed dated March 28 1860 and recorded with Middlesex So Dist. Deeds Book 870 Page 587 and by Francis Hilliard and others by deed dated March 28 1860 and recorded in said Registry Book 870 Page 585

Also a certain other parcel of land situate in said **Cambridge** being lots numbered eleven and twelve on a plan of the Boardman estate drawn by Alexander Wadsworth October 31 1842 and **bounded** and described as follows;

Westerly on Dunster Street forty six feet, Northerly on a passage way, fifteen feet in width, ninety feet, more or less, Easterly on a passage way, ten feet in width, forty six feet, Southerly on lot numbered thirteen on said plan, ninety feet, more or less;

Containing four thousand one hundred and forty feet more or less; being the same premises conveyed to the grantor by Abel Willard by deed dated April 1 1863 and recorded with Middlesex So. Dist. Deeds Book 900 Page 258

Also a certain other parcel of land situate in said **Cambridge** on **Dunster Street**, comprising lots numbered thirteen and fourteen in a plan of the "Boardman Lot" drawn by Alexander Wadsworth dated Oct 31 1842 and recorded in Book of Plans One Plan eleven and **bounded** and described as follows; Dunster

Northwesterly on said Dunster Street forty six feet, Northeasterly on lot numbered twelve on said plan ninety five feet, Southeasterly on a passage way, ten feet in width, forty six feet; Southwesterly on lot numbered fifteen ninety five feet.

Containing forty four hundred and seventy square feet, or thereabouts, **excepting**, however, the strip of land taken by the City of Cambridge to widen said Dunster Street, being the same premises conveyed to the grantor by John C. Farnum by deed dated February 5 1866 and recorded with Middlesex So Dist Deeds Book 973 Page 74.

Also a certain other parcel of land situate in said **Cambridge** and **bounded** and described as follows,

Beginning at a bound which is eighty five feet and six inches distant from Holyoke Street in a Northwesterly direction in the line of land of Harvard College, and thence turning in the same direction eleven feet and six inches to a passage way; thence turning and running Southwesterly twenty eight feet and four inches to land now or late of G. McKerrill, and bounded in part by said passage way and in part by lot numbered eighteen on a plan of the Boardman Estate, thence turning and running South Easterly ten feet and eight inches, and bounded by land late of Foster, thence turning and running Northeasterly in continuation of a straight boundary line of land lately belonging to the Shepard Congregational Society from Mount Auburn Street to land of Harvard College twenty six feet and six inches to the point of departure.

containing three hundred and three feet more or less, and subject to certain restrictions; being the same premises conveyed to the grantor by the said Shepard Congregational Society by deed dated August 28, 1863 and recorded with Middlesex So Dist Deeds. Book 910 Page 475.

Also a certain other parcel of land situate in **Somerville** in the County of Middlesex and **bounded** and described as follows;

Southeasterly by Milk Row road about one hundred and fifty five feet; Southeasterly by the School house lot about two hundred and twenty two feet and four inches; Southerly by the Fitchburg Railroad One hundred and ninety feet; Northwesterly by land of Joseph Clark about one hundred and fifty eight feet and three inches.

containing thirty thousand eight hundred and ninety five square feet more or less; being the same premises conveyed to the grantor by John Callahan by deed dated March 29 1872 and recorded with Middlesex So. Dist Deeds Book 1202 Page 624.

Also a certain other parcel of land situate in said **Cambridge** on **Cameron Street**, being a part of the estate known as "Camp Cameron" and **bounded** and described as follows,

Beginning at a point on the southerly side of said Cameron Street distant Northeasterly from the north side of North Avenue five hundred and forty three feet and six inches, thence continuing on said line of Cameron Street Northeasterly one hundred feet; thence turning and running Southeasterly ninety nine feet to land of Davis and Taylor; thence running Southwesterly by said land of Davis and Taylor One hundred feet to land now or late of A. C. Stiles; thence running on said land of Stiles Northwesterly ninety nine feet to said Cameron Street at the point of departure.

containing nine thousand nine hundred square feet. being the same premises conveyed to the grantor by Cyrus Woodman and William A. Saunders by deed dated April 10 1873, and recorded with Middlesex So. Dist. Deeds Book 1254 Page 399.

To Have and To Hold the above granted premises, and every part and parcel thereof, with all the buildings thereon standing, and all the privileges and appurtenances thereto belonging, but subject to any and all conditions and restrictions attaching to the said Parcels or any of them, to the said **Cambridge Railroad Company** its successors and assigns, to its and their use and behoof forever: And the said Union Railway Company, the grantor, covenants with the said Cambridge Railroad Company, the grantee, and its successors and assigns, that it, the grantor, is lawfully seized in fee simple of the afore granted premises, that they are free from all incumbrances, excepting as aforesaid, that it has good right to sell and convey the same to the said grantee, and its successors and assigns forever, as aforesaid, and that it will **warrant and defend** the same to the said grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons.

In Witness Whereof the said Union Railway Company has hereunto caused its corporate name to be signed and its Corporate seal to be affixed by a majority of its Directors, thereunto duly authorized, this first day of January in the year of our Lord one thousand eight hundred and eighty three

Union Railway Company By

Knowlton T. Chaffee
Joseph H. Converse
Samuel B. Prindge
Fred'k J. Stevens
John J. Bright
Edwin Dresser
James C. Fish
C. J. L. Richards
Estes Howe.

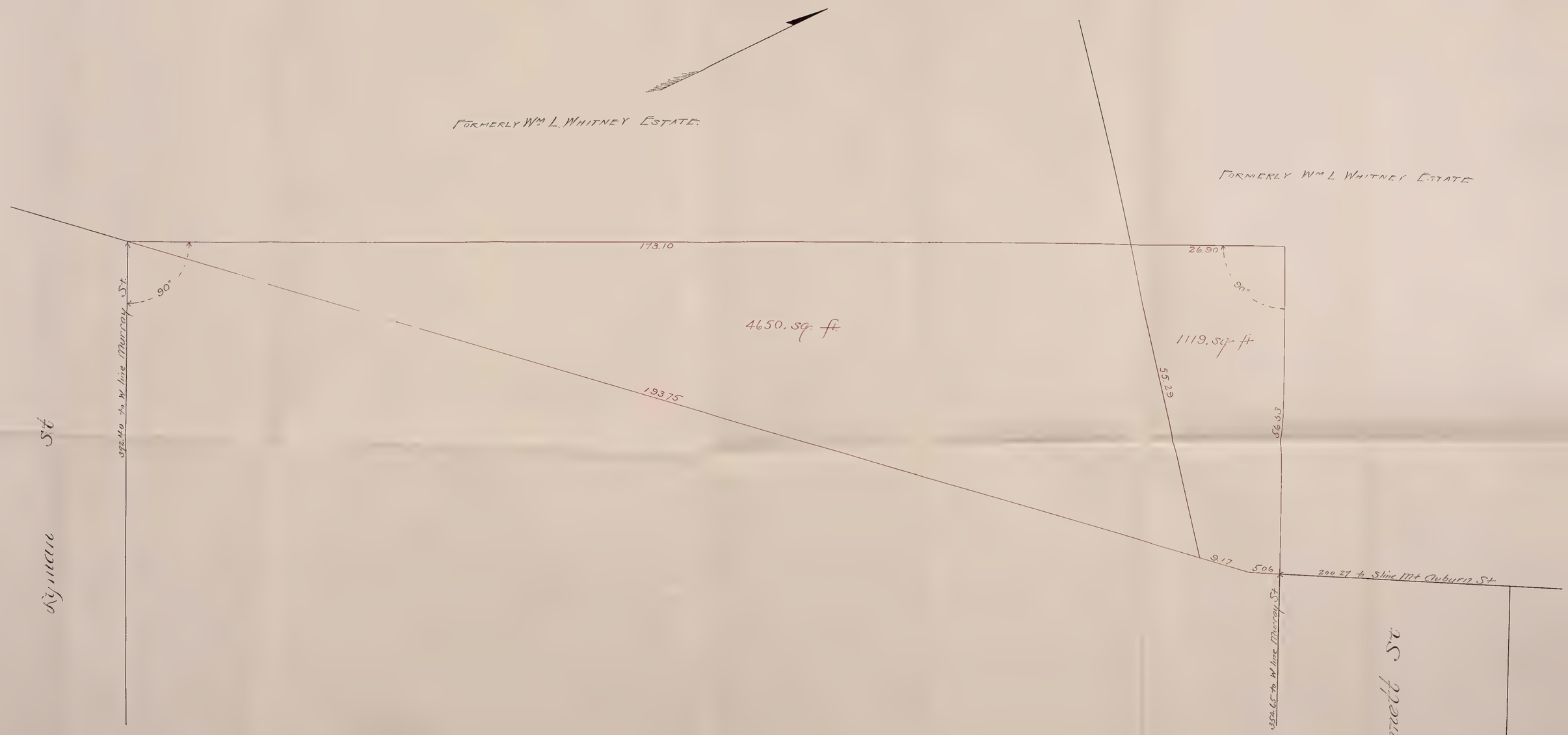
Signed, sealed, delivered in presence of
S. F. Engg-
to wit

Union Railway Incorp. 1865 Company

Middlesex S.S January 6 1873. Then personally appeared the above named Lyman Hamilton J. Chapell, Geo. H. Converse, Saml B. Rindge, Geo Stevens, John G. Wright, Edwin Dresser, Jas E. Fisk, A. L. Richards, Geo. Crane, and acknowledged the foregoing instrument to be their free act and deed of the Union Railway Company before me.

Samuel C. Bugg Justice of the Peace.

Middlesex S.S. Jan 10 1883. Rec'd and Recorded,
Attest, Chas B. Stevens Reg.



Plan of Land
in rear of
Murray St. Car-House, Cambr
Scale 1 in. 10 ft. March 29, 1892

A. L. Plimpton
Civil Engineer

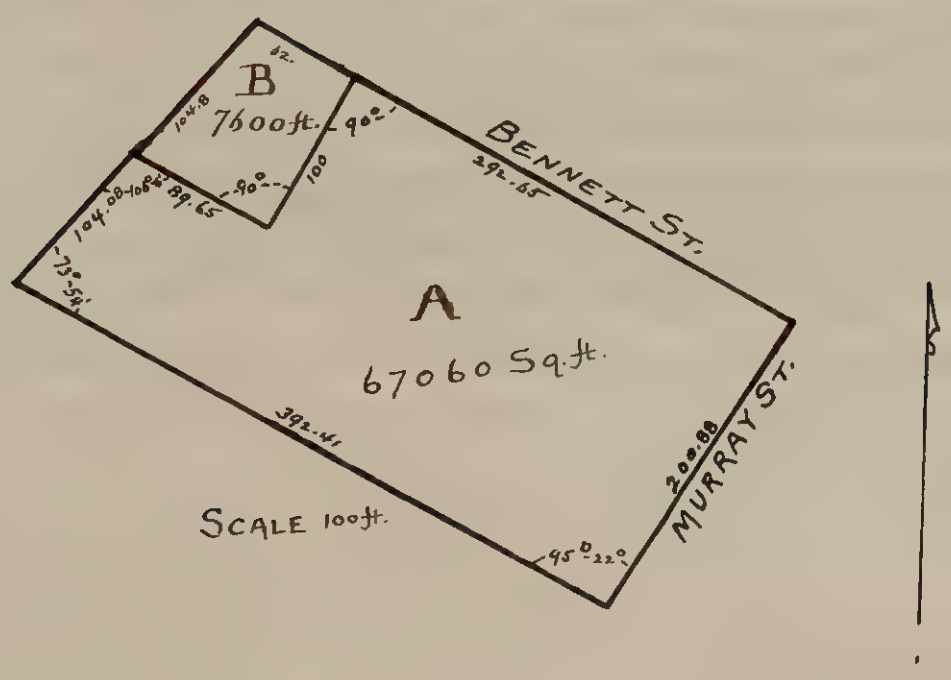
Cambridge

Boylston and Murray Sts.

Murray and Bennett Sts. Mt Auburn St and Gardner Ct.

Scale 200 ft. to an inch

Cambridge Murray and Bennett Sts.

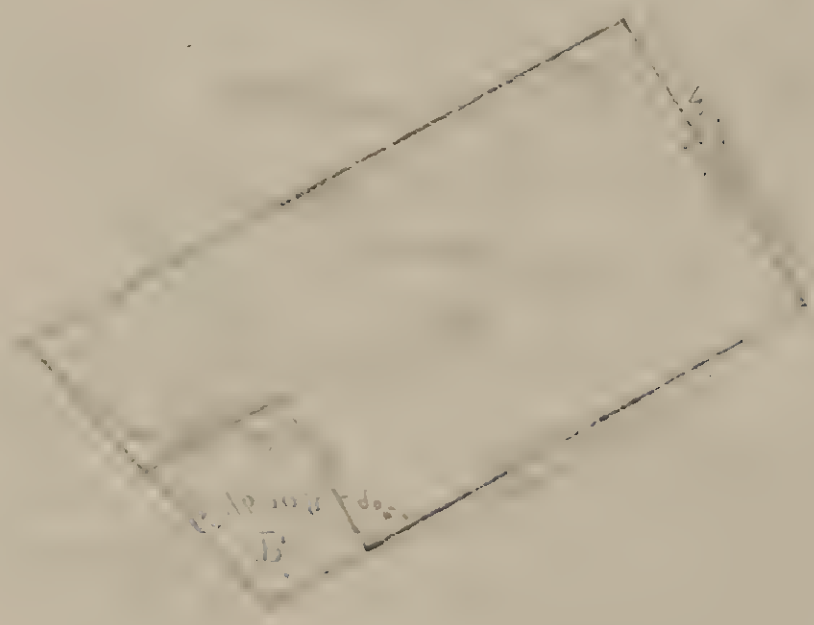


Middlesex 1620-281. Union Railway Co. to Cambridge R.R. Co. page 241

Being 3rd parcel described in above deed. Lot A

1954.562 James McDonnell to West End St. Ry " B. " 246

See plan J. G. Chase, July 28. 1871. Plan Book page 63.



1954-502.

Know all men by these presents, that we, James McDonnell and Bridget McDonnell, his wife, in her own right, both of Cambridge in the County of Middlesex and Commonwealth of Massachusetts

in consideration of ..... fifty-five hundred ..... dollars

paid by ~~the~~ The West End Street Railway Company

..... by law and having its usual place of business in Boston in the County of Suffolk and said Commonwealth ..... a corporation

established ~~under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby

give, grant, bargain, sell and convey ..... ~~remise, release and forever quitclaim~~ unto the said

West End Street Railway Company its successors and assigns forever,

A certain lot of land with the buildings thereon situated in said Cambridge and bounded northwesterly by Bennett street which is always to be kept open as a public street thirty seven and sixty-two feet (37.62) northeasterly by land conveyed by Estes Howe to the Union Railway Company one hundred (100) feet; southwesterly by said land of said Company eighty nine and 05/100 feet (89.05) and northwesterly by land of William L. Whitney about one hundred and four and 8/10 feet (104.8).

Containing about 7,000 square feet of land and being the same premises conveyed to said Bridget McDonnell by Edwin H. Cutler by deed dated Aug. 7th 1888 and recorded with Middlesex So. Dist. Deeds Lib. 1867 Fol. 389.

See also deed of Cambridge Savings Bank to James McDonnell recorded with said deeds, Lib. 1654 Fol. 397.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors ..... and ..... assigns, to ..... their use and behoof forever.

And we hereby, for ourselves and our heirs, executors, and administrators **covenant** with the grantee and its successors and assigns that ~~the~~ Bridget McDonnell is lawfully seized in fee simple of the granted premises, that they ~~premises~~ are free from all incumbrances ~~made or suffered by~~ that we have good right to sell and convey the same as aforesaid;

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and ..... assigns forever against the lawful claims and demands of all persons ~~claiming by, through or under~~ ~~but against none other~~.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ..... ~~all right of or to both~~ **dower** and **homestead** ~~in the granted premises~~.

In witness whereof we the said James McDonnell and Bridgett McDonnell

..... hereto set our hands and seals this thirty-first day of January in the year one thousand eight hundred and ninety.

Signed and sealed in presence of

Edwin B. Hale
Frank E. Dickerman

James McDonnell seal
Bridget McDonnell seal

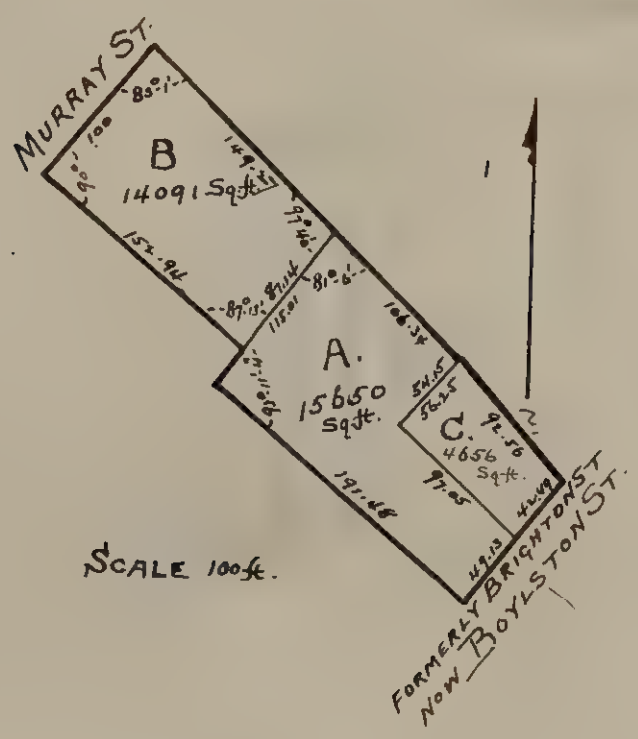
Commonwealth of Massachusetts. Suffolk ss. Boston January 31, 1890. Then personally appeared the above-named James McDonnell and Bridget McDonnell and acknowledged the foregoing instrument to be their free act and deed before me —

Frank E. Dickerman ..... *Justice of the Peace.*

..... Feb. 1 1890, h m M. Received and entered with Middlesex Deeds, libro 1954 folio 502

Attest: Chas B. Stevens *Register.*

Cambridge Boylston and Murray Sts



Middlesex So. Dist 1620. 281. Union Railway Co to Cambridge R.R. Co. page 241

Fourth parcel in above deed is Lot A.

Fifth " " " " " " B.

Sixth " " " " " " C.

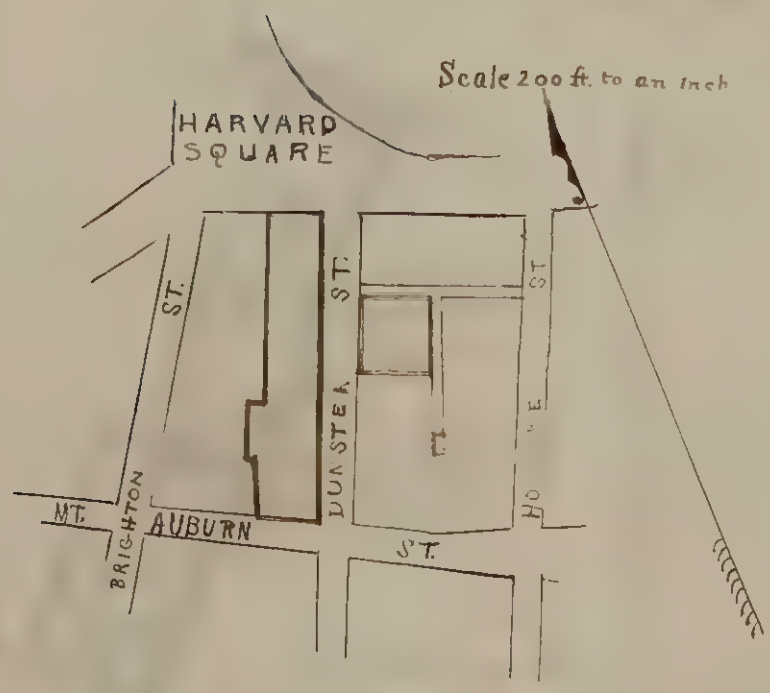
Plan J. S. Chase July 5 1881 Midd. Plan Bk 36. Plan 10.

Whitehouse go Dixon. 1850-51. Lemon Hardwood Co. go Rosewood Ebony 17 13 Ins.

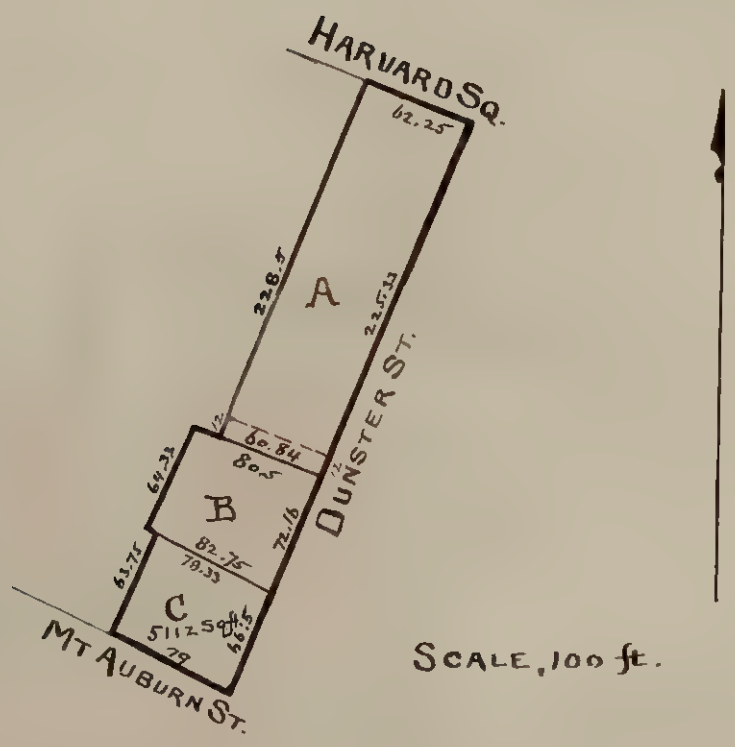
Cambridge

Harvard Sq. Dunster and Mt Auburn St.

Dunster St and passageway.



Cambridge Harvard Sq. Dunster and Mt Auburn sts.



Midd 1620-281 Union R'wy Co. to Cambridge R.R. Co. page 241

The 13th parcel in above deed being Lot A

" 14th " " " " " " B.

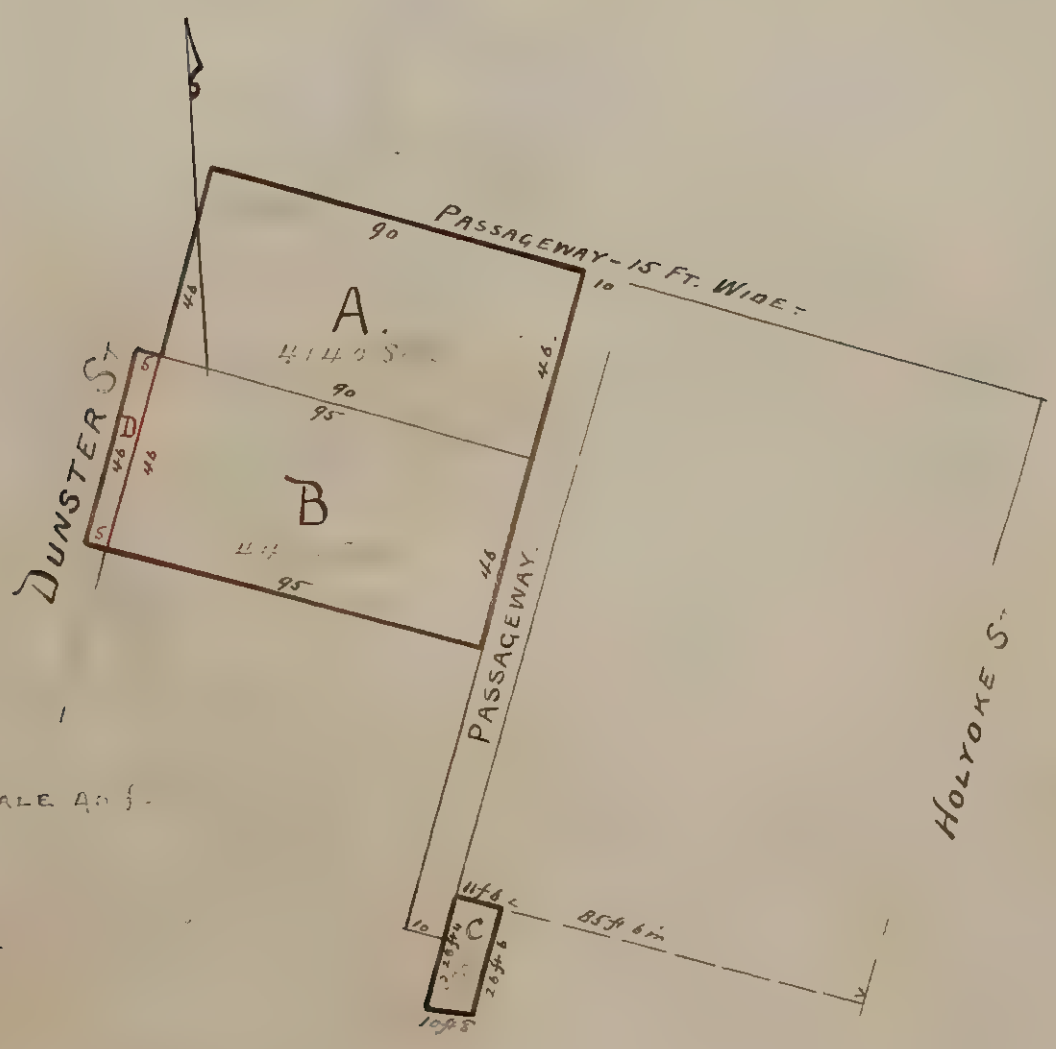
" 15th " " " " " " C.

Lot A is subject to a restriction contained in Midd 770.528 viz.

(1) Rt of way over strip 12 ft wide.

(2) Light and air for owners of parcel on North West side.

Cambridge Dunster, [illegible] and [illegible]



Midd. So. Dist. 1620 - 281. Union Rwy Co. to Cambridge R.R. Co. page 241

[illegible] The 16th parcel in above deed is Lot A

" 17th " " " " " " B.

" 18th " " " " " " C

See plan Alex. Wadsworth Oct. 3 1842 Bk of Plans 1 Page 11.
See planbook page 68

The portion of Lot B marked D. is that which was taken by the City to widen Dunster St.

Lot C. is subject to a restriction contained in Midd. 910 - 475 as to size and kind of building.

Cambridge

Mt Auburn St and Gardiner Ct.

Midd 1921. 470 Henry M. Whitney to West End St. R'y Co. page 252

Subject to a mortgage 1504.126. Discharged.

1921. 470

252

Know all men by these presents, that I Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts

in consideration of one dollar and other good and valuable considerations ~~dollars~~

paid by the West End Street Railway Company

duly organized ~~established~~ under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby a corporation

remise, release and forever quitclaim unto the said West End Street Railway Company a certain parcel of land in Cambridge in the County of Middlesex and said Commonwealth bounded and described as follows,

Northeasterly by Mt. Auburn Street one hundred and seventy-eight feet and six inches, Southeasterly by land now or formerly of John Swan by two lines two hundred and twenty-six feet and six inches and five hundred and ninety three feet respectively Southwesterly by Charles River three hundred and two feet and six inches. Northwesterly by land of Robert Ross three hundred and forty-six feet and six inches Northeasterly by land of Frank Cutting and three ninety-eight feet and three inches and by the end of Gardiner Court thirty-six feet and Northwesterly again by said Gardiner Court thirty feet wide two hundred and fifty-six feet.

The above parcel of land is conveyed subject to a mortgage to secure the payment of eleven thousand dollars given by William L. Whitney to Massachusetts Hospital Life Insurance Company dated March 22. 1879 and recorded with Middlesex deeds Book 1504 page 120

For title see deed of said William L. Whitney to me dated June 28, 1888 and recorded with Middlesex deeds Book 1857 Page 498.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said West End Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successor and assigns that the granted premises are free from all incumbrances made or suffered by me except as aforesaid,

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successor and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, except as aforesaid, but against none other.

And for the consideration aforesaid I, Margaret F. G. Whitney wife of said Henry M. Whitney do hereby release unto the said grantee and its successor and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Henry M. Whitney and Margaret F. G. Whitney

hereto set our hands and seals this eighteenth day of March in the year one thousand eight hundred and eighty nine.

Signed and sealed in presence of

Word "here" stricken out four times before signing. Fred E Cobb to H M W.

Henry M. Whitney seal

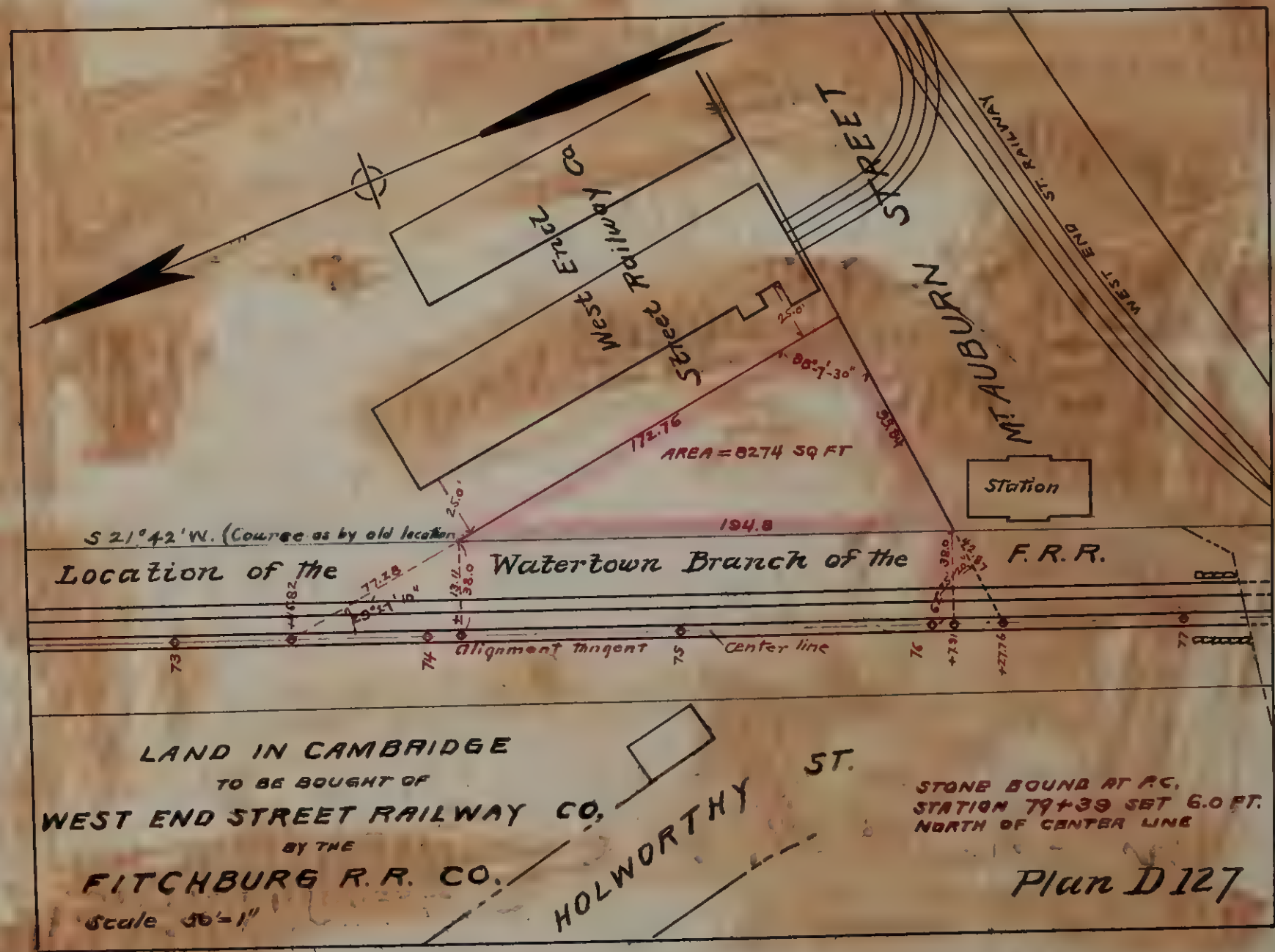
Margaret F. G. Whitney seal

Commonwealth of Massachusetts. Suffolk ss. Boston Mar 19. 1889. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed before me —

Fred E. Cobb. Justice of the Peace.

July 19, 1889, h m M. Received and entered with Middlesex Deeds, libro 1921 folio 470

Attest: Chas S. Davis. Register.


West End Street Railway Co
MT AUBURN STREET
WEST END ST. RAILWAY
Station
88°-7'-30"
2.5'
172.76
AREA = 8274 SQ FT
194.8
S 21°42' W. (Course as by old location)
Location of the Watertown Branch of the F.R.R.
Alignment tangent
Center line
73
74
75
76
77
LAND IN CAMBRIDGE
TO BE BOUGHT OF
WEST END STREET RAILWAY CO.
BY THE
FITCHBURG R.R. CO.
Scale 50'=1"
HOLWORTHY ST.
STONE BOUND AT P.C.
STATION 79+39 SET 6.0 FT.
NORTH OF CENTER LINE
Plan D 127

Cambridge Mount Auburn, [illegible]

Midd 1620. 281.. Union Rwy to Cambridge R.R. Co.. . . page 241

Being 12th parcel in above conveyance.

See plan Alex. Wadsworth August 6 1847. Midd. Bk of Pl. No 2. Page 80.
See Plan Book. page 66

6274 feet sold to
Fitchburg R.R.Co
March 1. 1873

Cambridge River St.

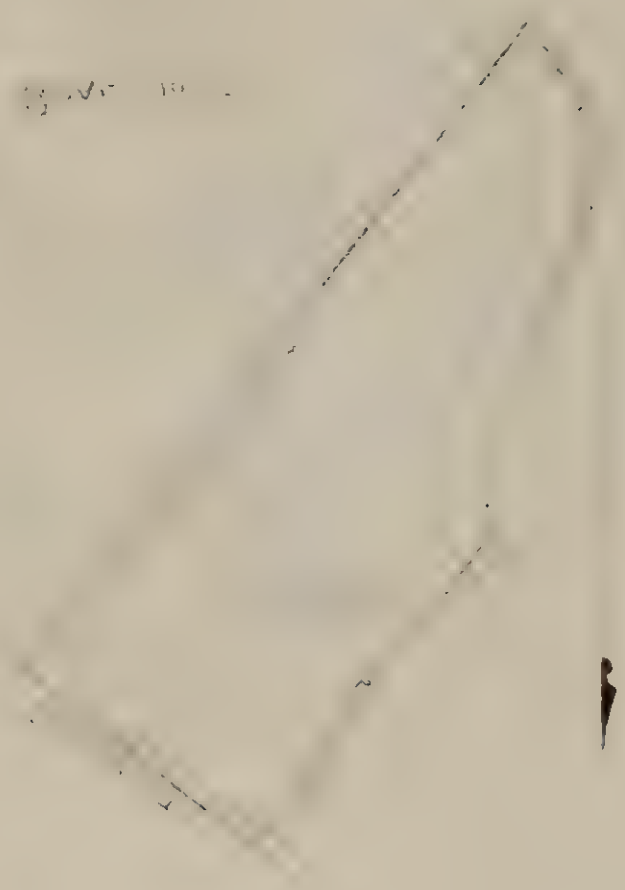
This plan is copied from Cambridge Atlas and is inconsistent with dimensions in deed

Cambridge River St.

Midd. 1620. 281. Union Rwy Co to Cambridge R.R. Co. page 241

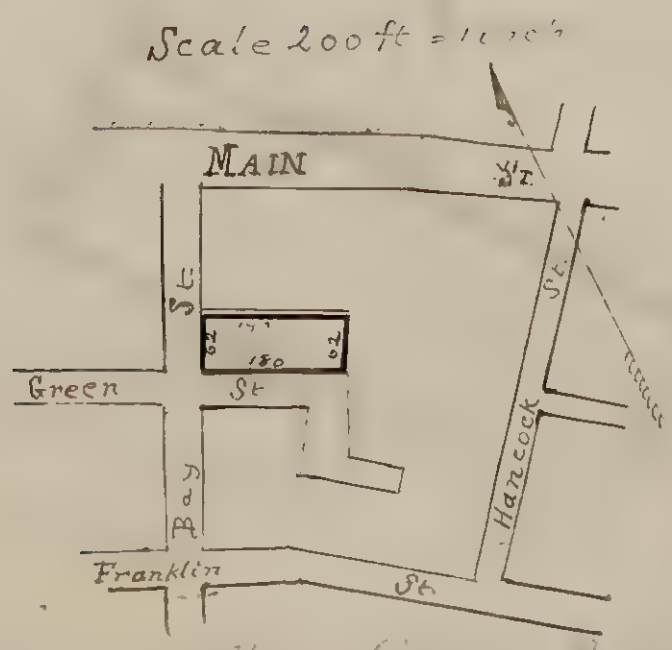
Being 8th parcel on above deed.

Note difference between this plan and that on preceding page



Cambridge

Green and Bay Sts.



Cambridge: -
Green and Bay Sts.

Mid. 1651.540 C W Dailey et al Trs. to Charles River St. R'way Co. page 257
The estate is made subject to a right of drainage for the benefit of the Main St. houses.

1651 540

Know all Men by these Presents, that we, Charles W. Dailey and Clara A. Dailey both of Cambridge in the County of Middlesex and Commonwealth of Massachusetts, Trustees under the last will of William Dailey late of Cambridge in the County of Middlesex and Commonwealth of Massachusetts, deceased, which will was duly proved and allowed by the Probate Court for said County on April 5th A D 1881 do by virtue and in execution of the power to us given in and by said will and of every other power and authority us hereto enabling, and in consideration of the sum of Five Thousand ($5000) dollars to us paid by The Charles River Street Railway Company of said Cambridge a Corporation duly established by law in said Commonwealth the receipt of which sum is hereby acknowledged hereby grant, bargain sell and convey unto the said Charles River Street Railway Company its successors and assigns forever all that parcel of land with the buildings thereon situated in that part of said Cambridge called Cambridgeport and bounded northwesterly on Bay Street sixty two (62), Northeasterly by an eight foot passage way laid out by Frederick Pope about one hundred and ninety (190) feet, Southeasterly by land now or formerly of A. W. Cook sixty two (62) feet. and southwesterly by Green Street about one hundred and eighty (180) feet

Being the same premises conveyed to the said William Dailey by Frederick Pope by deed dated March 6th 1876 and recorded with Middlesex (So Dist) Deeds Lib 1387 Fol 52. Said premises are hereby conveyed subject to the right of drainage of the block of houses on Main street as described and referred to in deed of Thomas A. Johnston to said Frederick Pope dated March 4 1875 and recorded with said Middlesex (So Dist) Deeds Lib 1387 Fol 51.

To Have and To Hold the above granted premises with all the privileges and appurtenances thereto belonging to the said Charles River Street Railway Company and its successors and assigns to their own use and behoof forever.

In Witness Whereof we the said Charles W. Dailey and Clara A. Dailey Trustees as aforesaid hereunto set our hands and seals this first day of December in the year one thousand eight hundred and eighty three.

Signed sealed &c

Chas. W. Dailey (Seal)
Clara A. Dailey (Seal) } Trustees

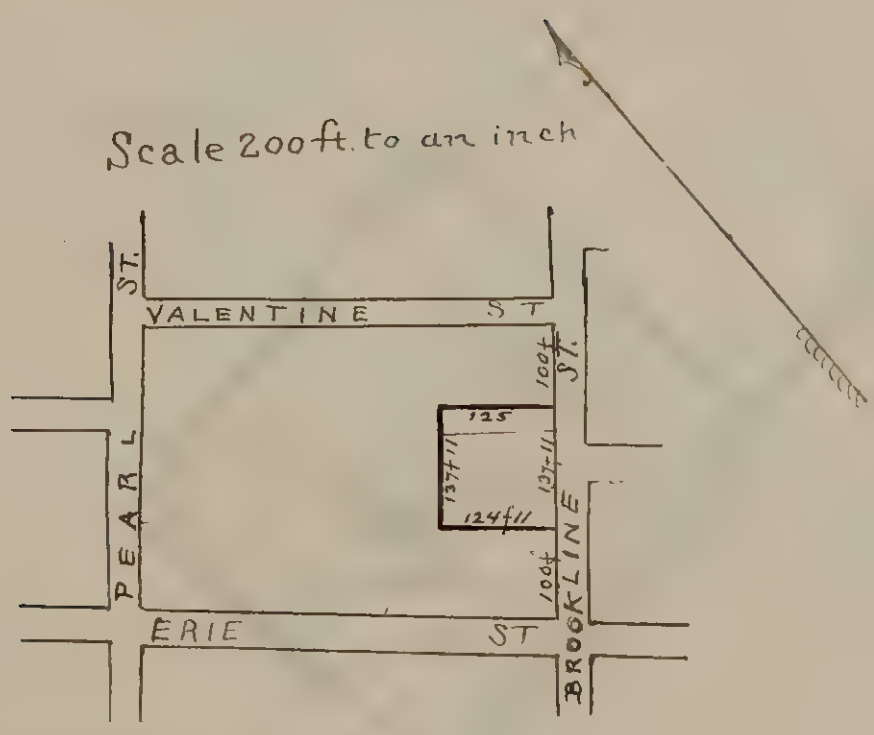
Commonwealth of Massachusetts

Suffolk SS December 8th 1883. Then personally appeared the above named Charles W. Dailey and Clara A. Dailey Trustees and acknowledged the foregoing instrument to be their free act and deed before me,

Edwin B. Hale Justice of the Peace

Middlesex S.S. Dec 8. 1883. Recd & Recorded,
Attest, Chas. B. Stevens Reg

Cambridge Brookline St.



Cambridge -
Brookline St.

Sketch :-

Mid 900.179. Geo. C. Whittemore to Cambridge Horse Riway Co. A page 260
1649.452 Ruth C Dana to Charles River St Riway Co B " 261
1651.495 Jos S. Ropes et al to Charles River St Riway Co C. 262

900-179

Know all Men by these Presents,

That I, **George C. Whittemore** of Cambridge in the County of Middlesex and Commonwealth of Massachusetts in consideration of Three Hundred Dollars paid by Nathaniel S. Manson, and Amos Whittemore both of Cambridge in the County of Middlesex aforesaid, Phineas E. Gay, Clarence H. Gay and Charles E. Brigham of Boston, County of Suffolk and Commonwealth aforesaid, doing business under the name and style of the **Cambridge Horse Rail Road Company** having their place of business in said Cambridge, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said **grantees** their heirs and assigns forever, a certain lot or parcel of land situate on the westerly side of Brookline Street in that part of Cambridge called **Cambridgeport** and **bounded** and described as follows, to wit,

Beginning at a point in the westerly line of said Brookline Street one hundred feet South westerly from Valentine Street thence northwesterly in a line parallel with and one hundred feet distant from said Valentine Street one hundred and twenty five feet to land now or late of Charles L. Jones and others, thence southwesterly and bounded by land now or late of said Jones and others thirty three feet one and two thirds inches, thence southeasterly one hundred and twenty five feet and two inches to a point on Brookline Street twenty eight feet and nine and one half inches from the point begun at, thence northeasterly and bounded by said Brookline Street twenty eight feet and nine and one half inches to the point where the description began.

Being a part of the same premises conveyed by Henry M. Chamberlain executor of the last will of Charles Valentine Lib 190 Fol 343. recorded Middlesex Registry Lib 730 Fol 02 to George C, Charles B. and A. Whittemore by said Charles and Amos Whittemore conveyed to the grantor. Lib 372 fol 304, 305.

To Have and to hold the above granted premises with all the privileges and appurtenances to the same belonging, to the said **grantees** their heirs and assigns to their use and behoof forever. And I the said grantor, for myself and my heirs, executors and administrators do covenant with the said grantees and their heirs and assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances that I have good right to sell and convey the same to the said grantees and their heirs and assigns forever as aforesaid, and that I will and my heirs executors and administrators shall **Warrant and Defend** the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons

In Witness Whereof I the said George C. Whittemore and Frances C. his wife in token of her and release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this tenth day of April in the year of our Lord eighteen hundred and sixty-two

Signed sealed &c

{ Geo. C. Whittemore (Seal)
{ Frances C. Whittemore (Seal)

Commonwealth of Massachusetts

Middlesex S.S. March 6. 1873. Then personally appeared the within named Geo C. Whittemore and acknowledged the foregoing instrument to be his free act and deed. before me,

James Russell Justice of the Peace

Middlesex S.S. April 4th 1863. Received and Recorded by
Caleb Hayden Reg.

1649-452

Know all men by these presents, that I, Ruth Charlotte Dana, of Boston in the County of Suffolk in consideration of Twelve hundred dollars, to me paid by the Charles River Street Railway Company, a Corporation duly organized ~~established~~ under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Corporation its successors and assigns, a parcel of land lying in Cambridge in the County of Middlesex, bounded and described as follows; viz;

Beginning at a point on the northwesterly side of Brookline street, one hundred feet distant from Erie street, and thence running northwesterly by other land of the releasor, on a line parallel with said Erie street, one hundred and twenty four feet and eleven inches; thence turning and running northeasterly by land now or formerly of Jones, forty feet; thence turning and running southeasterly by land now or formerly of Whittemore one hundred and twenty five feet and five inches to said Brookline street; and thence turning and running southwesterly on said Brookline street fifty three feet and one inch to the point of beginning.

Containing Fifty eight hundred and seven square feet, more or less.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said The Charles River Street Railway Company ~~and~~ its successors and assigns, to its and their use and behoof forever.

And I the said Ruth Charlotte Dana ~~hereby~~, for myself and my heirs, executors, and administrators, do covenant with the said The Charles River Street Railway Company ~~and~~ its successors and assigns that the premises are free from all incumbrances made or suffered by me.

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said The Charles River Street Railway Company ~~and~~ its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Ruth Charlotte Dana have hereunto ~~hereto~~ set my hand and seal this Twenty ninth day of October in the year one thousand eight hundred and eighty three

Signed and sealed in presence of
E. B. Hale

Ruth Charlotte Dana
by Francis E. Parker, Atty.

Commonwealth of Massachusetts. Suffolk ss. Novr 14 1883. Then personally appeared the above-named Francis E Parker and acknowledged the foregoing instrument to be the free act and deed of Ruth Charlotte Dana before me —

Edwin B. Hale Justice of the Peace.

Nov 14 1883, h m. M. Received and entered with Middlesex Deeds, libro 1649 folio 452

Attest: Chas B Stevens Register.

1651. 495

Know all Men by these Presents,

That we **Joseph S. Ropes** of Boston in the County of Suffolk and Commonwealth of Massachusetts, **Charles H. Trask** of the City, County and State of New York, and **William H. Ropes** of London in the Kingdom of Great Brittian and Ireland in consideration of One dollar and divers other valuable and sufficient considerations paid by the **Charles River Street Railway Company** a corporation established under the laws of said Commonwealth, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said **Charles River Street Railway Company** a certain parcel of land in **Cambridge** in the County of Middlesex and said Commonwealth situated on **Brookline Street** in that part of said Cambridge called **Cambridgeport** and **bounded** and described as follows, viz,

Beginning at a point on the Westerly line of said Brookline Street one hundred and twenty eight feet and nine and one half inches (128 ft 9½ in) Southwesterly from Valentine Street, and running Northwesterly one hundred and twenty five (125) feet to land of C L Jones and others, then turning and running Southwesterly and bounded Northwesterly by land of said C. L Jones and others sixty four feet and nine and one third inches (64 ft 9⅓ in) to land of the heirs of Francis Dana deceased, thence running Southeasterly and bounded Southwesterly by land of the said heirs of the said Dana one hundred and twenty five feet and six inches (125 ft 6 in) to said Brookline Street; thence running Northeasterly on said Brookline Street fifty six feet and one half of an inch (56 ft 0½ in) to the point of beginning — or however otherwise bounded and described together with all the buildings thereon

For our title see deed from D. F. Mosman to William Ropes and others dated 24th November A. D. 1866. and recorded with Middlesex (Southern District) Deeds Libro 980 folio 10 and deed of William C. Gethbrand and others to Charles F. Trask, dated 16th February A. D 1877, and recorded with Middlesex (Southern District) Deeds Libro 1442 folio 210.

To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said **Charles River Street Railway Company**, and its successors and assigns to their own use and behoof forever And we do hereby for ourselves and our heirs, executors and administrators covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us, and that we will and our heirs executors and administrators shall **Warrant and Defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under us, but against none other.

And for the consideration aforesaid we Martha R wife of the said Charles H Trask and Ellen H. wife of the said William H Ropes do hereby release unto the grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In Witness Whereof we the said Joseph S Ropes, having no wife, the said Charles H. Trask, and Martha R. Trask, the said William H. Ropes and Ellen H. Ropes have hereunto set our hands and seals this twenty fifth day of October in the year one thousand eight hundred and eighty three.

Signed, sealed &c

Joseph S. Ropes. (Seal)
Cha H. Trask. (Seal)
Martha R. Trask. (Seal)
William H Ropes. (Seal)
Ellen H. Ropes. (Seal)

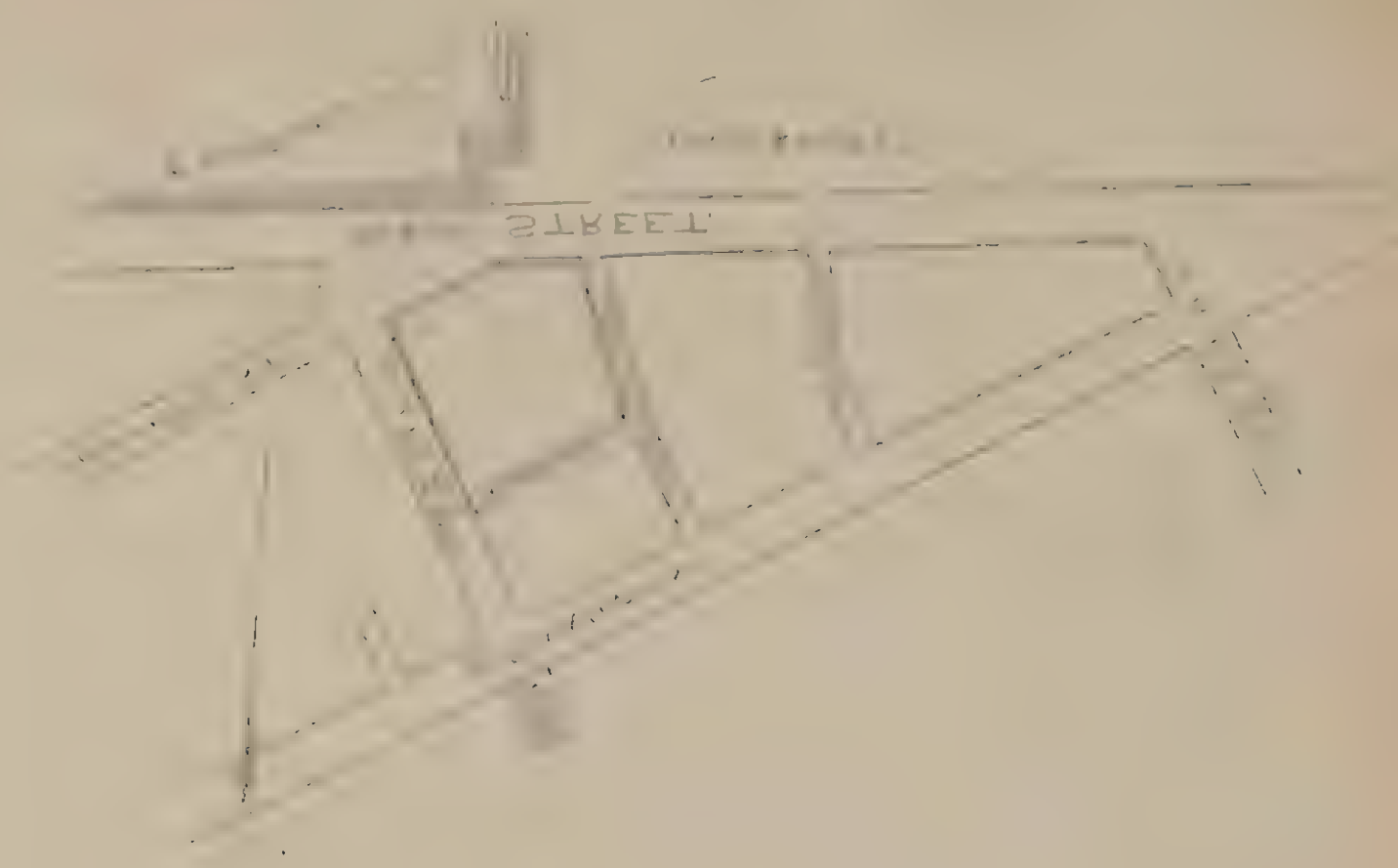
Commonwealth of Massachusetts

Suffolk ss Boston 26th November 1883. Then personally appeared the above named Joseph S. Ropes and acknowledged the foregoing instrument to be his free act and deed, before me;

Edmund M. Parker. Justice of the Peace.

Middlesex S.S. Dec 6 1883. Recd & Recorded.
Attest Chas B. Stevens Reg —

Cambridge Harvard, Main, Sixth and Dock Sts.


STREET

Cambridge Harvard, Main, Sixth and Dock Sts.

Midd. So. Dist. 1620. 281. Union Rwy Co. to Cambridge R.R. Co. page 241

The 10th parcel in above deed is Lot C.

" 11th " " " " " " E & D.

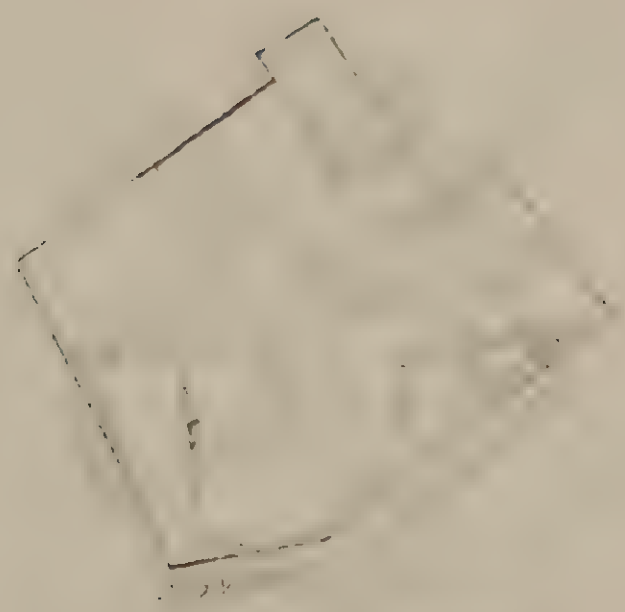
" " " 1653. 517 City of Cambridge to Cambridge R.R. Co " B. " 265

" " " 1653. 518 Maria M. Ricker " " " " " " " 266

" " " 1640. 181. Union Trust for Savings " " " A " 267

See plan Alexander Wadsworth June 5th 1874. not recorded.

Lot E. was taken by City for 6th St.



Know all men by these presents, that the City of Cambridge, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, in consideration of Fifteen hundred and sixty seven $\frac{5}{100}$ dollars to it ~~dollars~~ paid by the Cambridge Railroad Company, a corporation legally existing in Cambridge in the County of Middlesex and Commonwealth of Massachusetts ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, ~~do~~ hereby remises releases and forever quitclaims unto the said Cambridge Railroad Company, a lot of land situated in said Cambridge, bounded and described as follows:-

Northeasterly by land now or late of Bird forty $\frac{27}{100}$ feet, southeasterly in part by land of heirs unknown, and in part by land of the said grantee, one hundred and thirty $\frac{24}{100}$ feet; southwesterly by land of the grantee forty $\frac{3}{10}$ feet; and northwesterly by Sixth street, one hundred and twenty nine $\frac{29}{100}$ feet,

the premises being all that part of "South Dock" originally so called which lies easterly of Sixth street, and containing five thousand two hundred and twenty three and one half square feet, more or less, and being owned in common heretofore by the said City of Cambridge and one Ricker the interest of the said grantor therein being about three fourths, and of the said Ricker being about one fourth.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Cambridge Railroad Company its ~~and~~ successors and assigns, to their own use and behoof forever.

And said ~~hereby~~, ~~for~~ Corporation hereby ~~and~~ ~~heirs, executors, and administrators~~ **covenants** with the grantee its successors and assigns that the granted premises are free from all incumbrances made or suffered by it

and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under it but against none other.

And for the consideration aforesaid ~~do hereby release unto the grantee~~ all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by James A. Fox its Mayor, ~~hereto set~~ ~~hand and seal~~ this Thirtieth day of November in the year one thousand eight hundred and eighty three.

Signed and sealed in presence of

Justin A. Jacobs

City of Cambridge
By James A. Fox
Mayor.

L.S.

Commonwealth of Massachusetts. Middlesex ss. Nov 30th 1883. Then personally appeared the above-named James A. Fox Mayor, and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me —

Justin A. Jacobs Justice of the Peace.

Jany 1 1884, h. m M. Received and entered with Middlesex Deeds, libro 1653 folio 517.

Attest: Chas B. Stevens Register.

1653.518

Know all men by these presents, that I, Maria M. Ricker, of Newton in the County of Middlesex, single woman, in consideration of Five hundred and twenty two & 35/100 dollars paid by the Cambridge Railroad Company a corporation established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Cambridge Railroad Company and its assigns one undivided fourth (1/4) part of a certain parcel of land in that part of Cambridge, in said County of Middlesex, called **Cambridgeport,** bounded and described as follows, viz;

North easterly by land of Bird forty and 28/100 (40.28) feet southeasterly partly by land of persons unknown, and partly by land of said Railroad Company, one hundred and thirty and 14/100 (130.14) feet; southwesterly by land of said Railroad Company forty and 30/100 (40.30) feet; and northwesterly by Sixth street one hundred and twenty nine and 29/100 (129.29) feet.

Containing 5223.50 square feet; and being all that part of "South Dock" formerly so called, lying east of Sixth street. My title to said premises is derived as sole heir at law of my late mother Catherine Ricker, late of said Newton, widow, intestate, deceased.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Cambridge Railroad Company and its assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Maria M. Ricker hereunto ~~hereto~~ set hand and seal this Fifteenth day of December in the year one thousand eight hundred and eighty three.

Signed and sealed in presence of &c

Maria M. Ricker (Seal)

Commonwealth of Massachusetts. Middlesex ss. December 15th 1883. Then personally appeared the above-named Maria M. Ricker and acknowledged the foregoing instrument to be her free act and deed before me —

Lewis D. Boise Justice of the Peace.

Jany 1 1884, h m M. Received and entered with Middlesex Deeds, libro 1653 folio 518

Attest: Chas B. Stevens Register.

1640-181

Know all men by these presents, that The Union Institution for Savings in the City of Boston, a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of Sixteen Hundred Dollars to it ..... dollars paid by the Cambridge Rail Road Company, a corporation duly established and organized in Cambridge in said Commonwealth ..... ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, ~~do~~ hereby remises releases and forever quitclaims unto the said Cambridge Rail Road Company a certain parcel of land situated in said Cambridge, bounded and described as follows;-

Beginning at a point on the Northerly side of Harvard Street on the line of the Old Creek and near a little bridge so called in the vicinity of West Boston Bridge and junction of Main and Harvard Streets in Cambridge port and running Northerly to a passage way fourteen 50/100 feet more or less; then turning an angle and running on said passage way eighty two feet Easterly; then turning and running Southerly to Harvard Street fifty four feet and 44/100 more or less; then turning and running Northwesterly on said Harvard Street to the point of commencement ninety one and 2/100 feet more or less:

together with all said grantors interest in and to said passage way, and to the premises which were formerly adjacent flats. Said premises includes one half of said passage way containing 3236½ square feet, and being shown on a Plan made by Alexander Wadsworth dated June 5th 1874 - For title see deed from Patrick Maguire to Grantor recorded with Middlesex (So. Dist) Deeds Lib. 1489 fol. 7

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Cambridge Rail Road Company its successors and ..... assigns, to their own use and behoof forever.

And said Grantor corporation hereby, ~~for~~ ..... ~~and~~ ~~heirs, executors, and administrators~~ covenants with the grantee and ..... assigns that the granted premises are free from all incumbrances made or suffered by it, excepting the tax for the year commencing May 1st 1883. which the grantee assumes and agrees to pay ..... and that it will ~~and~~ ~~heirs, executors, and administrators shall~~ warrant and defend the same to the grantee ~~and~~ Successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under it (saving as aforesaid) but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both~~ dower ~~and~~ homestead ~~in the granted premises.~~

In witness whereof the said Union Institution for Savings in the City of Boston has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by George F Emery its Treasurer ~~hereto set hand and seal~~ this twenty eighth day of July in the year one thousand eight hundred and eighty three

Signed and sealed in presence of

John C Crowley

Union Inst'tion For Savings
In the City of Boston
by Geo F Emery Trs.

Union Institution for Savings March 30 1925 Boston

Commonwealth of Massachusetts. Suffolk ss. July 28 1883. Then personally appeared the above-named George F. Emery Treas. and acknowledged the foregoing instrument to be the free act and deed of the Union Institution for Savings in the City of Boston - ~~before me~~ Before me,

Geo C. Crowley Justice of the Peace.

July 31 1883. h. m M. Received and entered with Middlesex Deeds, libro 1640 folio 181

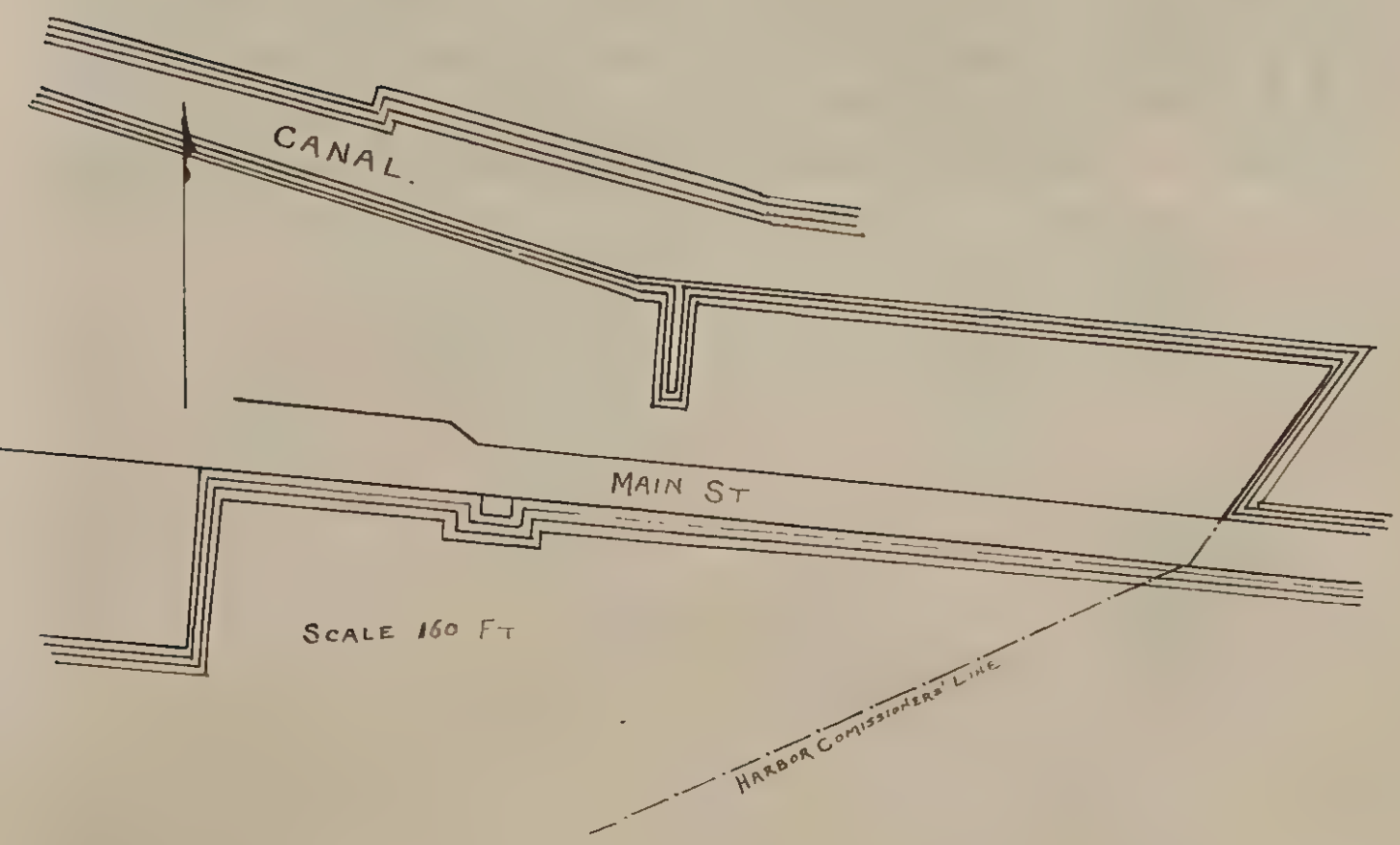
Attest: Chas. B. Stevens Register.

[See other side]

_____, Boston May 22 1883. At a legal meeting of the Executive Committee of the Union Institution for Savings in the City of Boston held this day it was ~ **Voted**, that the Treasurer George F. Emery be and he hereby is authorized and empowered for and in the name of this corporation to execute, seal with corporate seal acknowledge and deliver to the following parties being the purchasers, deeds of the estates referred to opposite the name of each and for the price there to affixed ~
The Cambridge Rail Road Co. - Harvard bor 6th street Cambridgeport $1600
as described and recorded with Middlesex So. Dis Deeds Libro 1483 fol 7
A true copy. Attest ~ Wm S. Pelletier Clerk

Middlesex S.S. July 31 1883. Rec'd & Recorded
Attest Chas B. Stevens Reg

Cambridge Main St and Harbor Commissioners' Line.



Mdd 1931-254 Fred. H. Viaux to West End St. R'y Co. page 269

The dimensions are not given in deed, therefore no data for locating South West line.

SCALE 1:1

Page 5 of 4

Wilkes-Barre Lumber Co. Mfrs. of Wilkes-Barre Lumber Co.

Tuft of dimensions shall not be taken as a guide. Tuftings must be made

1931-254

Know all men by these presents, that I Frederic H. Viaux of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of One Dollar and other valuable considerations ~~dollars~~

paid by the West End Street Railway Company

~~established~~ existing under the laws of ~~the~~ said Commonwealth ~~of Massachusetts,~~ a corporation the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said West End Street Railway Company its successors and assigns, All that parcel of land and flats in whole or in part covered by water situated in Cambridge in the County of Middlesex and Commonwealth aforesaid bounded and described as follows. Beginning at a point in the southerly line of Main street at its intersection with the Harbor Commissioners Line, thence running Westerly by Main street to land or flats of Fiske, thence Southeasterly by land of Fiske to the Commissioners Line; and thence by the said Commissioners Line to the point of beginning. Being the same premises this day conveyed to me by Edward D. Brooks and others by deed of even date to be recorded herewith.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ to the same belonging, to the said West End Street Railway Company and its successors and assigns, to its and their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other.~~

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof We the said Frederic H. Viaux and Florence B. wife of the said Frederic H. in token of her release unto the said releasee of all rights of or to both dower and homestead in the above released premises have hereunto ~~hereto~~ set our hands and seals this fourteenth day of August in the year of our Lord one thousand eight hundred and eighty nine.

Signed ~~and~~ sealed and delivered in presence of us

Arnold A. Rand to F. H. V.

Frederic H. Viaux (seal)

Florence B. Viaux (seal)

Commonwealth of Massachusetts. Suffolk ss. August 15 1889. Then personally appeared the above-named Frederic H. Viaux and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

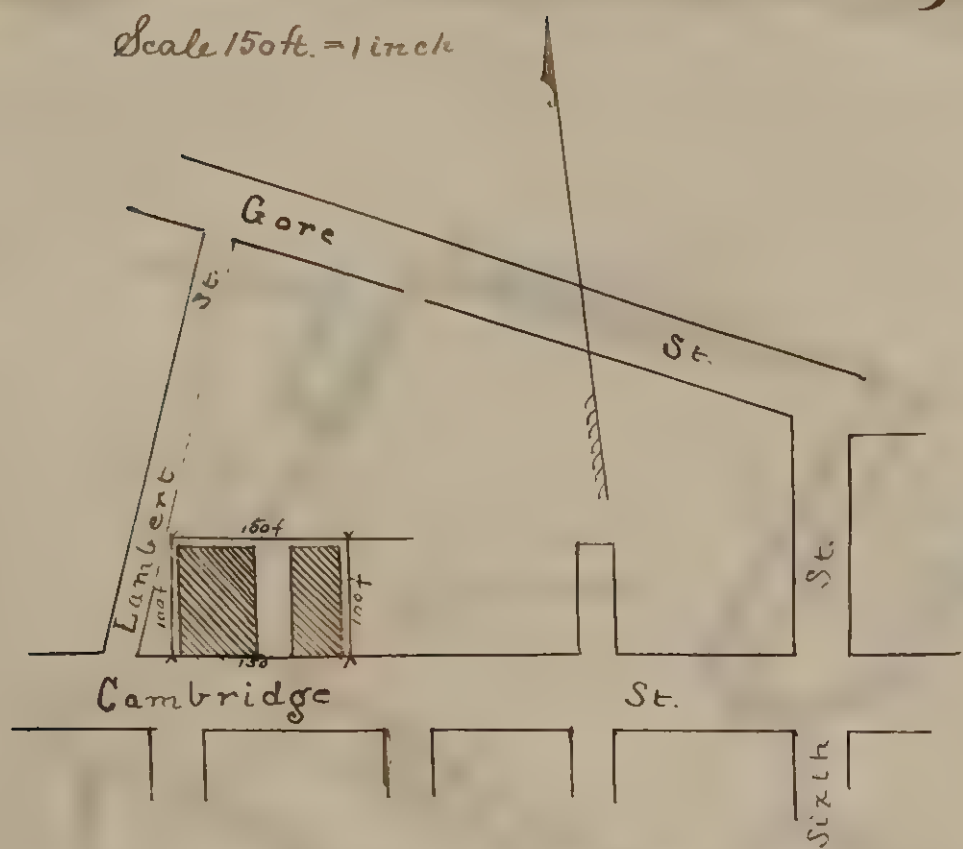
Arnold A. Rand Justice of the Peace.

Middlesex ss. Sept. 16, 1889. ~~h. m. M. Received and entered with~~ Rec'd & Recorded ~~Deeds~~, libro 1931 folio 254

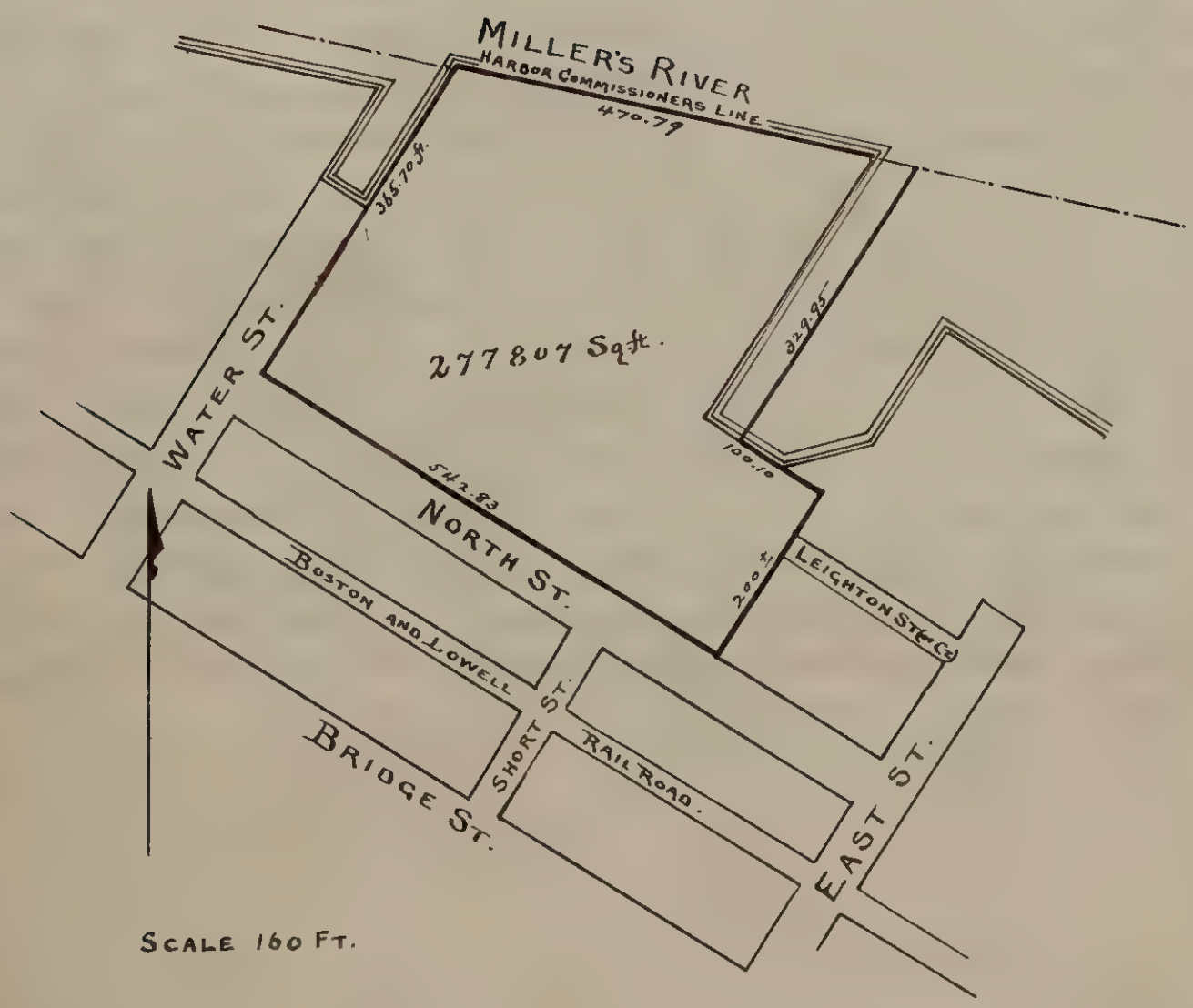
Attest: Chas B. Harris Reg. ~~Register~~

East Cambridge Cambridge St.

Scale 150 ft. = 1 inch



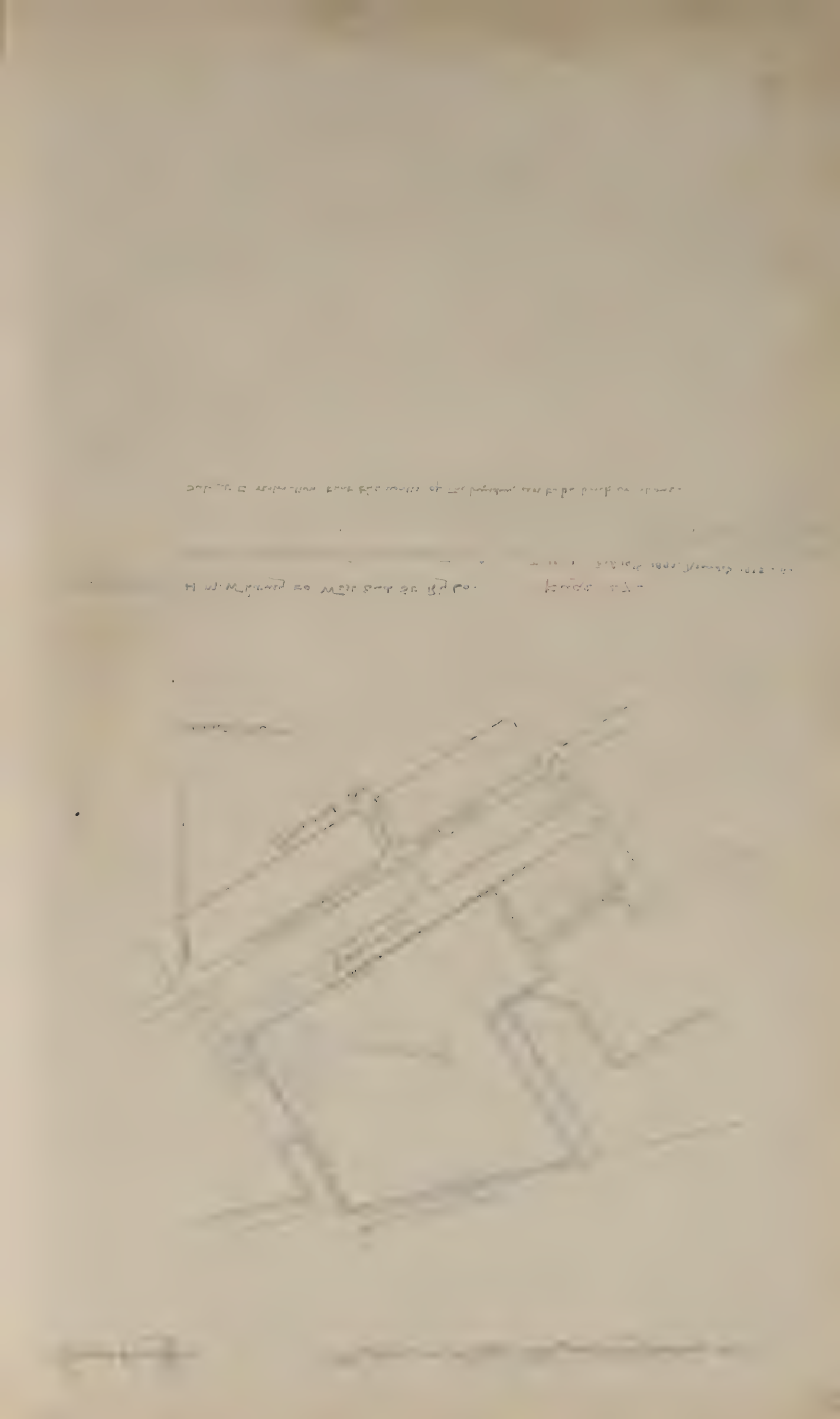
Cambridge — Water and North Sts and Leighton Ct.



Midd. 1959. 399. H. M. Whitney to West End St. Ry Co. page 272

Subject to a mortgage $80000 dated Feb. 19th 1890. Falls due Feb. 19th, 1893. Renewed 1958. 284.

Subject to restriction that the walls of the building are to be brick or stone.



1959-399

Know all men by these presents, That I Henry M. Whitney of Brookline in the County of Norfolk and State of Massachusetts,

in consideration of one dollar and other valuable considerations ~~dollars~~

paid by the West End Street Railway Company,

duly established under the laws of ~~the Commonwealth of~~ Massachusetts, the receipt of which ~~thereof~~ is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said West End Street Railway Company and its successors and assigns a certain parcel of land with the buildings thereon situated in that part of Cambridge in the County of Middlesex and State aforesaid called East Cambridge, bounded southwesterly by North street five hundred and forty two 83/100 feet; northwesterly by Water street and said street extended to low water mark three hundred and sixty five 7/100 feet, northerly by low water mark four hundred and seventy 79/100 feet; Southeasterly by land conveyed by the New England Glass Company to Lewis Hall and others by deed recorded with Middlesex So. Dist. Deeds Book 450 Page 375, three hundred and twenty nine 95/100 feet; Northeasterly by the same and land supposed to be now or formerly of Lewis Hall one hundred 1/100 feet; Southeasterly by land conveyed by said New England Glass Company to Lewis Hall and others by deed recorded as aforesaid Book 590 Page 385, by the end of Leighton Court, again by said last mentioned land, all in one straight line, and by land conveyed by said New England Glass Company to E Munroe by deed recorded as aforesaid Book 600 Page 82, the whole of said Southeasterly boundary measuring two hundred feet more or less. The said premises are hereby conveyed subject to the provisions of Deeds recorded with Middlesex So. Dist. Deeds Book 208 Pages 393 and 394 and Book 223 Page 395, and to a mortgage given by me to the Boston Five Cents Savings Bank for the sum of eighty thousand dollars dated February 19, 1890.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ to the same belonging, to the said West End Street Railway Company and its successors and ——— assigns, to its and their use and behoof forever.

And I the said grantor ~~hereby~~, for myself ——— and my heirs, executors, and administrators, do covenant with the said grantee, and its successors and ——— assigns that the above released ——— premises are free from all incumbrances made or suffered by me except as aforesaid;

and that — I — will and — my ——— heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and ——— assigns forever against the lawful claims and demands of all persons claiming by, through or under me except as aforesaid but against none other.

And for the consideration aforesaid I, Margaret F. G. Whitney wife of the said Henry M. Whitney do hereby release unto the said grantee and its successors and assigns, all right of ~~or~~ and to both **dower** and **homestead** in the granted premises.

In witness whereof, we the said Henry M Whitney and Margaret F. G. Whitney have hereunto ~~hereto~~ set our hands and seals this twentieth day of February in the year of our Lord eighteen ~~one thousand eight~~ hundred and ninety.

Signed and sealed in presence of

John L. Wakefield to H. M. W.

Henry M. Whitney (seal)

Margaret F. G. Whitney (seal)

Commonwealth of Massachusetts. Suffolk ss. February 20, 1890. Then personally appeared the above-named Henry M. Whitney and acknowledged the foregoing instrument to be his free act and deed

Before me —

John L Wakefield, Justice of the Peace.

Middlesex ss. Feb. 28 1890. ~~h m M. Received and entered with~~ Recd. & Recorded ~~Deeds~~, libro 1959 folio 399

Attest: Chas B. Stevens Reg. ~~Register~~

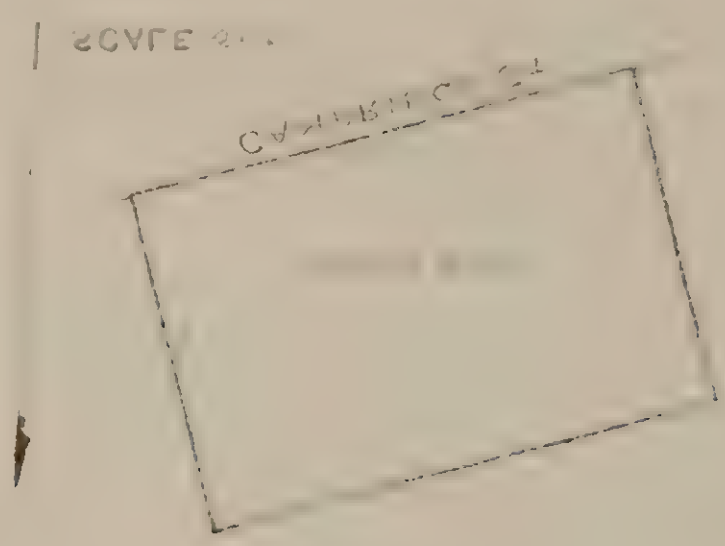
East Cambridge . Cambridge St.

Midd. 1620-281- Union R'w'y Co. to Cambridge R.R. Co. page 241

Being 9th parcel in above deed.

See plan Peter Tufts. 1822. Midd. Lib. 243 Fol. 544.

See plan book page 65

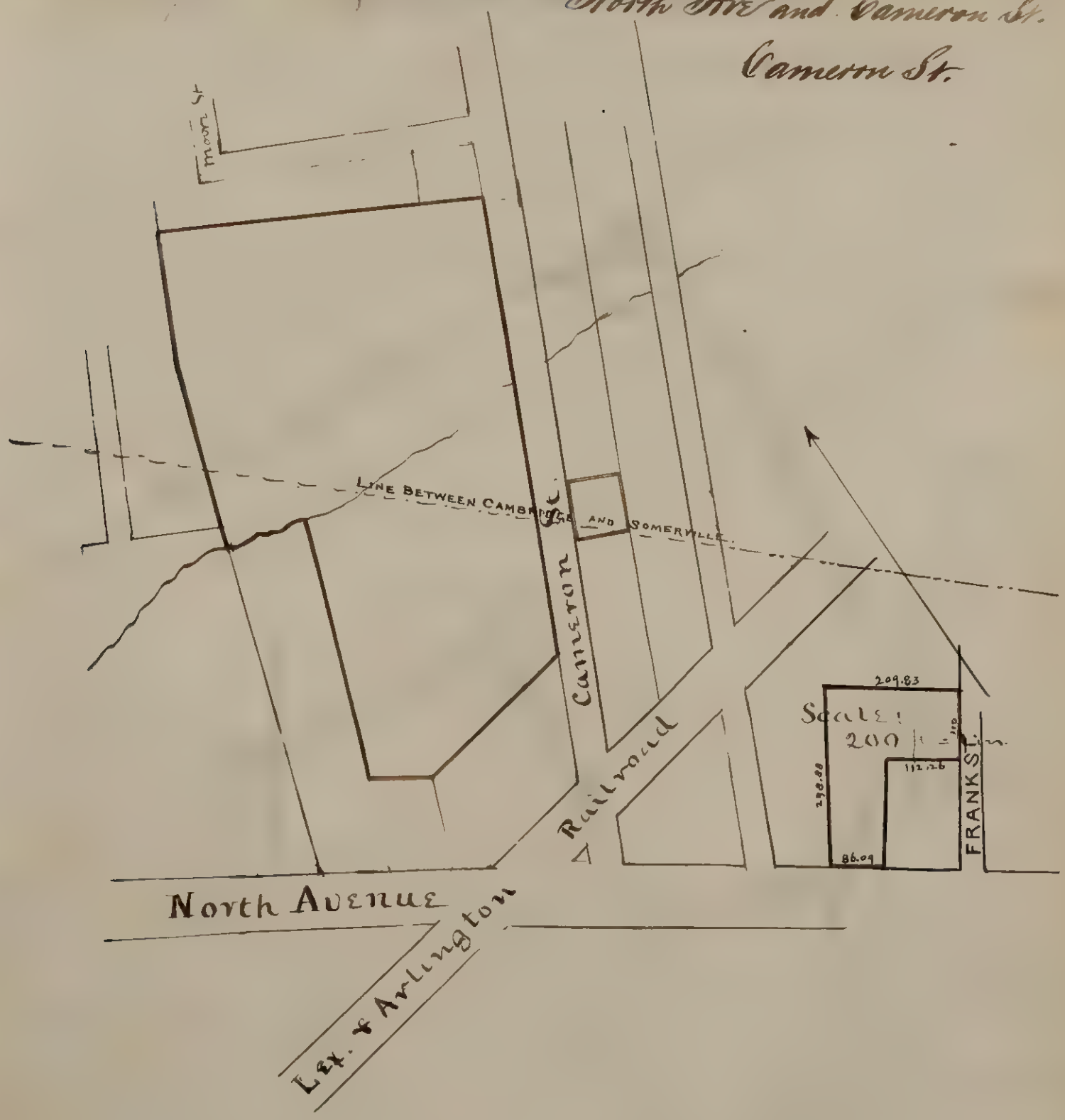

SCALE
CAMBRIDGE

Cambridge and Somerville

North Ave and Frank St.

North Ave and Cameron St.

Cameron St.

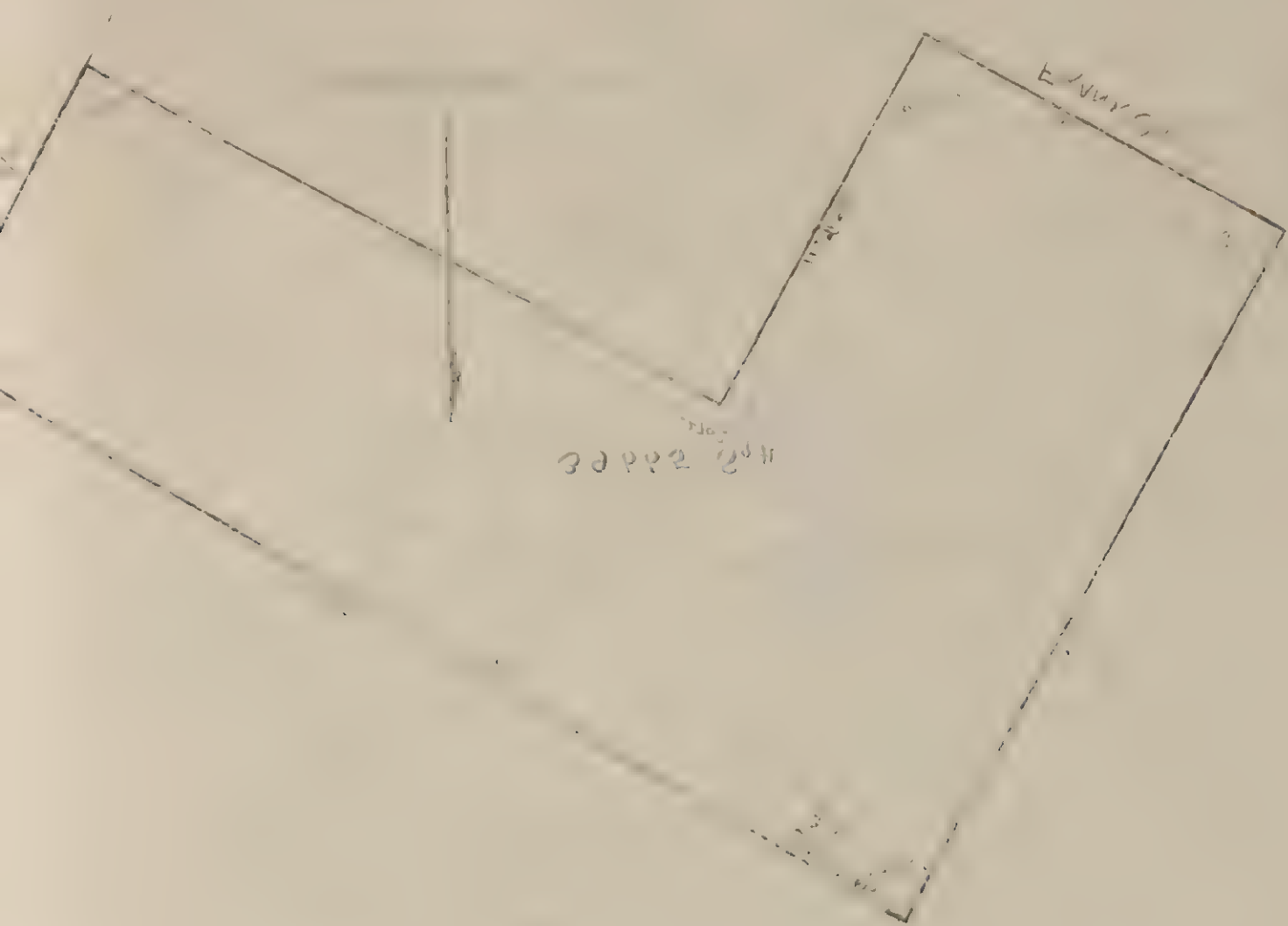


Cambridge North Ave and Frank St.

Midd So. Dist Deeds 1620-281. Union R'w'y Co to Cambridge R.R. Co page 241

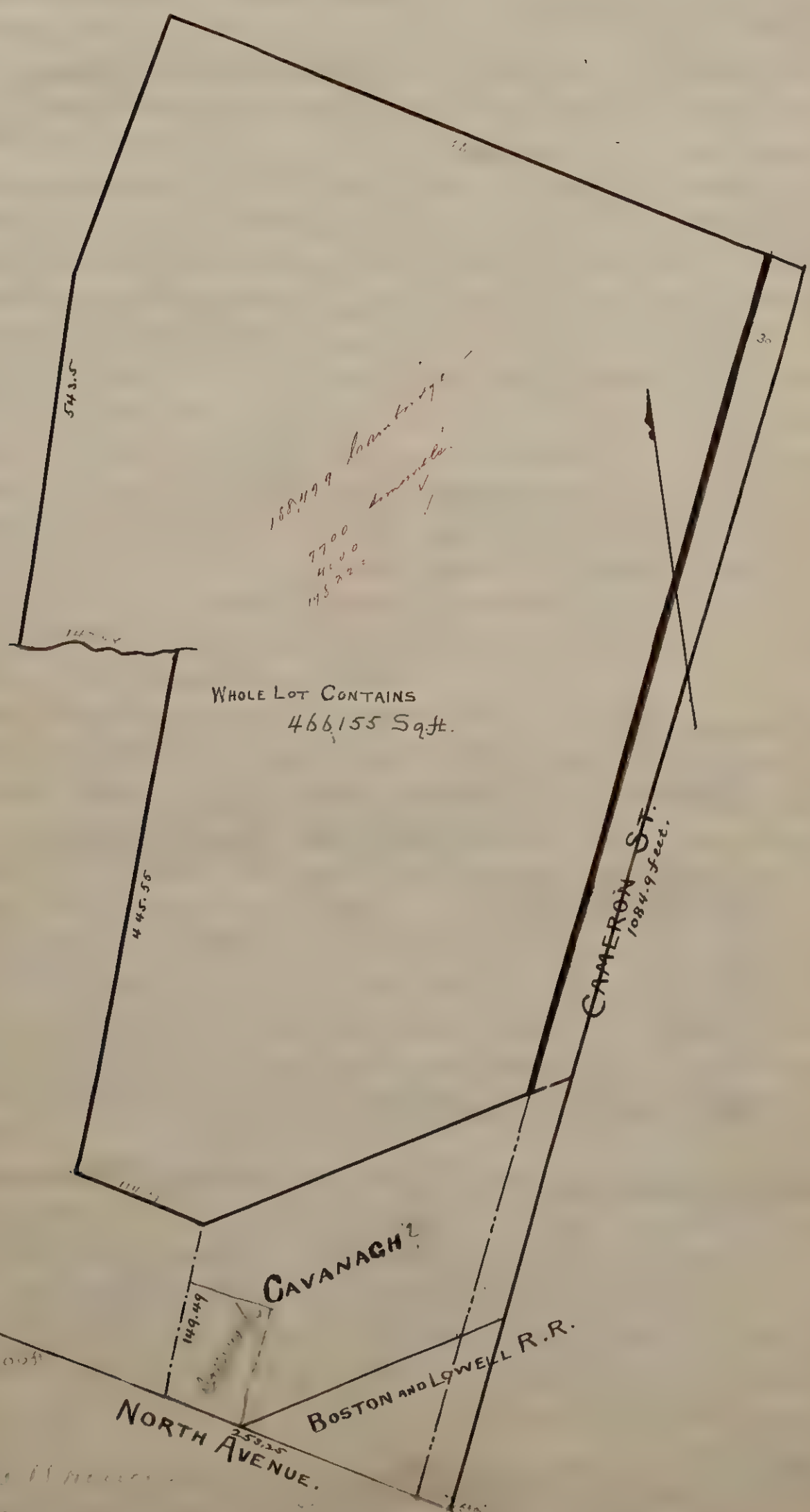
Being 7th parcel in above deed.

See plan Samuel F. Woodbridge - Mid. So. Dist. 1281-506.
Plan Book page 64.



Cambridge and Somerville:-
Cameron St. near North Av

Sketch:-



Mid. 1620. 292. Union R'way Co. to Cambridge R.R. Co. page 277-

See Plan, W.S. Barbour, 1868, Oct. Not Recorded-

1620-292

Know all Men by these Presents, That the **Union Railway Company**, a Corporation duly established by law in the Commonwealth of Massachusetts, in consideration of One Dollar to it paid by the **Cambridge Railroad Company** a Corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged, and in compliance with certain of the agreements and stipulations set forth and contained in a contract in writing made and entered into by and between the said two Corporations, bearing date the twenty second day of November, in the year eighteen hundred and eighty two and recorded with Middlesex So. Dist. Deeds Lib 1516 Fol 260 - 266 does hereby give, grant, bargain, sell and convey unto the said **Cambridge Railroad Company** its successors and assigns, a certain piece or parcel of land, being and situated **partly in Somerville** in the County of Middlesex and Commonwealth aforesaid, and partly in Cambridge in said county and **bounded** and described as follows, to wit;

beginning at a point on North Avenue at a stake in the centre of a road called Cameron Street sixty feet in width and extending from said North Avenue in a Northeasterly direction to Elm Street, and from said stake the line runs Northwesterly by said North Avenue Two hundred and fifty three 25/100 (253.25) feet to land now or late of Person Davis, thence turning at about a right angle and running Northeasterly by said Davis' land One hundred and forty nine 49/100 (149.49) feet; thence turning at nearly a right angle and running Northwesterly by said Davis' land One hundred and fourteen 39/100 (114.39) feet, thence turning and running Northeasterly by land now or late of Benj. F. Lerned four hundred and forty five 55/100 (445.55) feet; thence turning and running Northwest by said Lerned's land one hundred and forty seven forty eight one hundredths (147.48) feet; thence turning and running Northeasterly by land now or late of William Teel five hundred and forty three 5/10 (543.5) feet to said Davis' land; thence turning and running Southeasterly by said Davis' land five hundred and sixty seven 65/100 (567.65) feet to a stake in the centre of said Cameron Street, thence turning at said stake and running Southwesterly in a straight line drawn through the centre of said Cameron Street; ten hundred and eighty four 9/10 (1084.9) feet to the stake begun at.

Said premises containing 466,155 square feet or ten 7/10 acres, according to a plan embracing said granted premises, dated October 1868 drawn by W. S. Barbour, surveyor, and being the same premises conveyed by said Person Davis to the grantor by deed dated October 15 1868 and recorded with Middlesex So Dist. Deeds. Book 1072 Page 522. saving, **reserving and excepting** from the above granted premises a strip of land thirty feet in width and lying within the boundaries of said Cameron Street and **also excepting** from the land above described a parcel containing about eight thousand square feet conveyed by Charles Durham to Michael Cavanaugh by deed dated April 24 1872, and recorded in said Registry Book 1207 Page 119; a portion of the land above described, which lies within and South of the location of the Boston and Lowell Railroad Company, containing by computation eleven thousand two hundred ninety eight and eight tenths (11,298.8) square feet, is hereby conveyed subject to the easement and rights of said Boston and Lowell Railroad Company.

To Have and To Hold the above granted premises with all the privileges and appurtenances to the same belonging to the said **Cambridge Railroad Company**, its successors and assigns, to its and their use and behoof forever. And the said grantor does covenant with the said grantee, and its successors and assigns, that it is lawfully seized in fee simple of the aforesaid granted premises; that they are free from all incumbrances, except as aforesaid; that it has good right to sell and convey the same to the said grantee, and its successors and assigns forever as aforesaid, and that it will warrant and defend the same to the said grantee, and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid.

In Witness Whereof the said Union Railway Company has hereunto caused its corporate name to be signed and its corporate seal to be affixed by a majority of its Directors thereunto duly authorized, this first day of January in the year of our Lord one thousand eight hundred and eighty three.

[see other side of this sheet]

Union Railway Company, by

Knowlton T. Chaffee
Joseph H. Converse
Samuel B. Ringe
John C. Bright
Edwin Dresser
Fred'k T. Stevens
James C. Fisk
Abraham L. Richards
Estes Howe

Signed, sealed, delivered in presence of S. F. Rugg to all.

Middlesex S.S. 3 May 6th 1883 Then personally appeared the within named Knowlton T. Chaffee, Jos H. Converse, S. B. Ringe, John C. Bright, Edwin Dresser F. T. Stevens, James C. Fisk, Abraham L. Richards, Estes Howe, and acknowledged the foregoing instrument to be the free act and deed of the Union Railway Company, before me,

Samuel F. Rugg, Justice of the Peace.

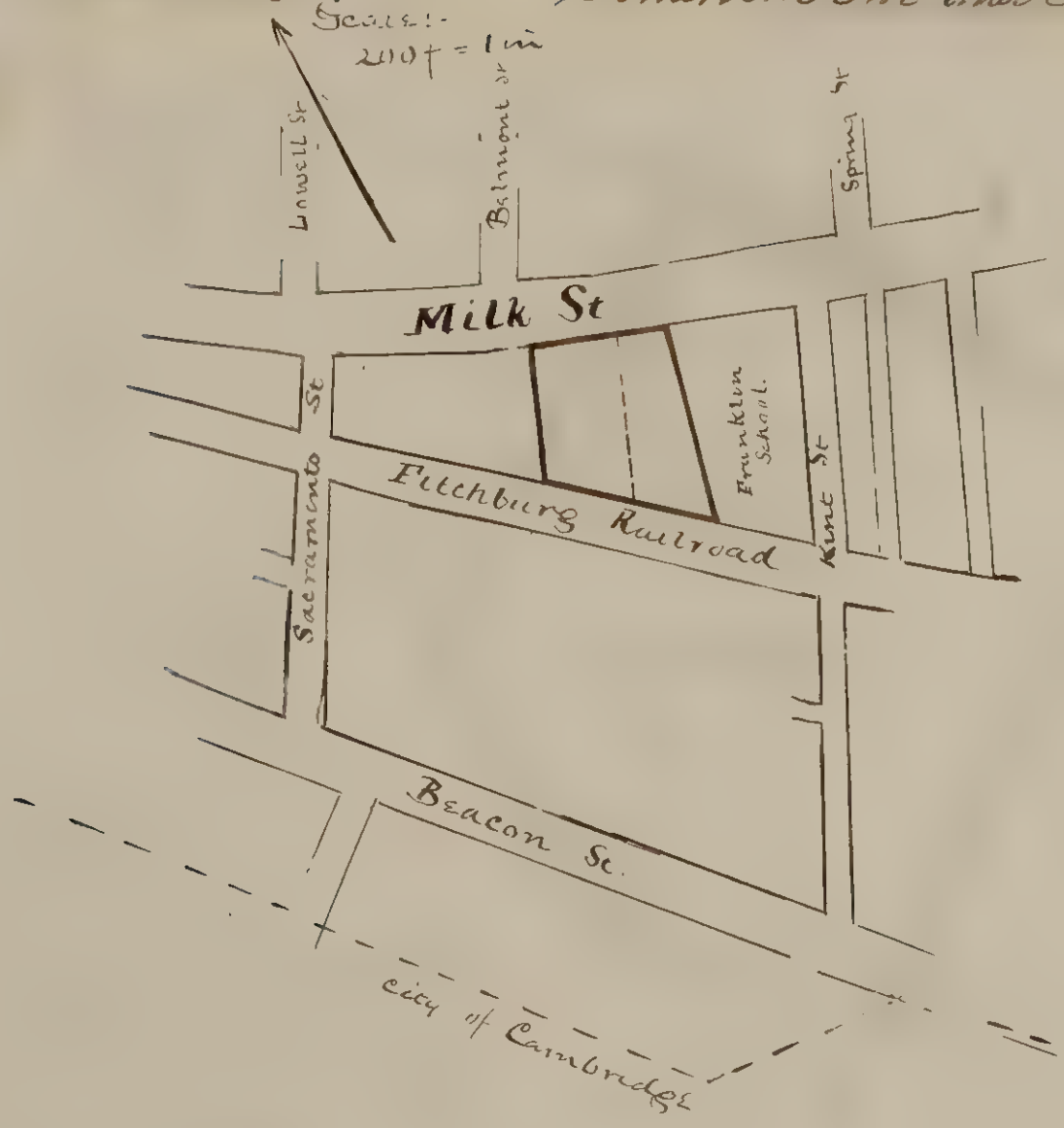
Middlesex S.S. Jan 10 1883. Recd & Recorded,
Attest, Chas B. Stevens Reg.

Cambridge and [illegible] Cameron St.

Midd. 1620-281. Union R'wy Co. to Cambridge R.R. Co. page 241

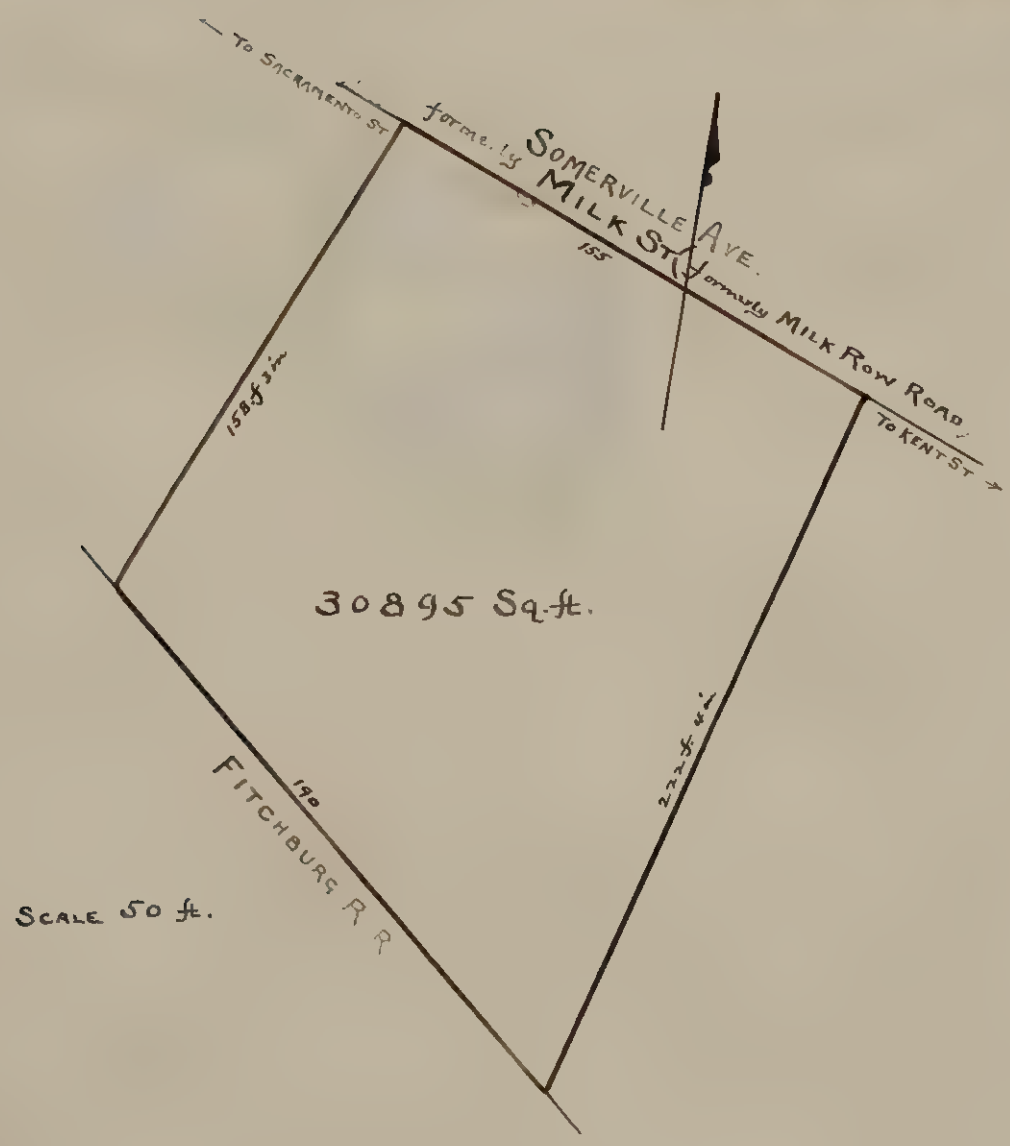
Lot 20. in above deed.

Somerville Somerville Ave and Fitchburg



Somerville

Somerville Ave and Fitchburg R.R.



Midd. 1620. 281. Union Rwy Co. to Cambridge R.R. Co: page 241

19th parcel in above deed.

Washington and Mystic Sts, and Somerville Ave.

Som. Washington & Mystic Sts & Somerville Av.

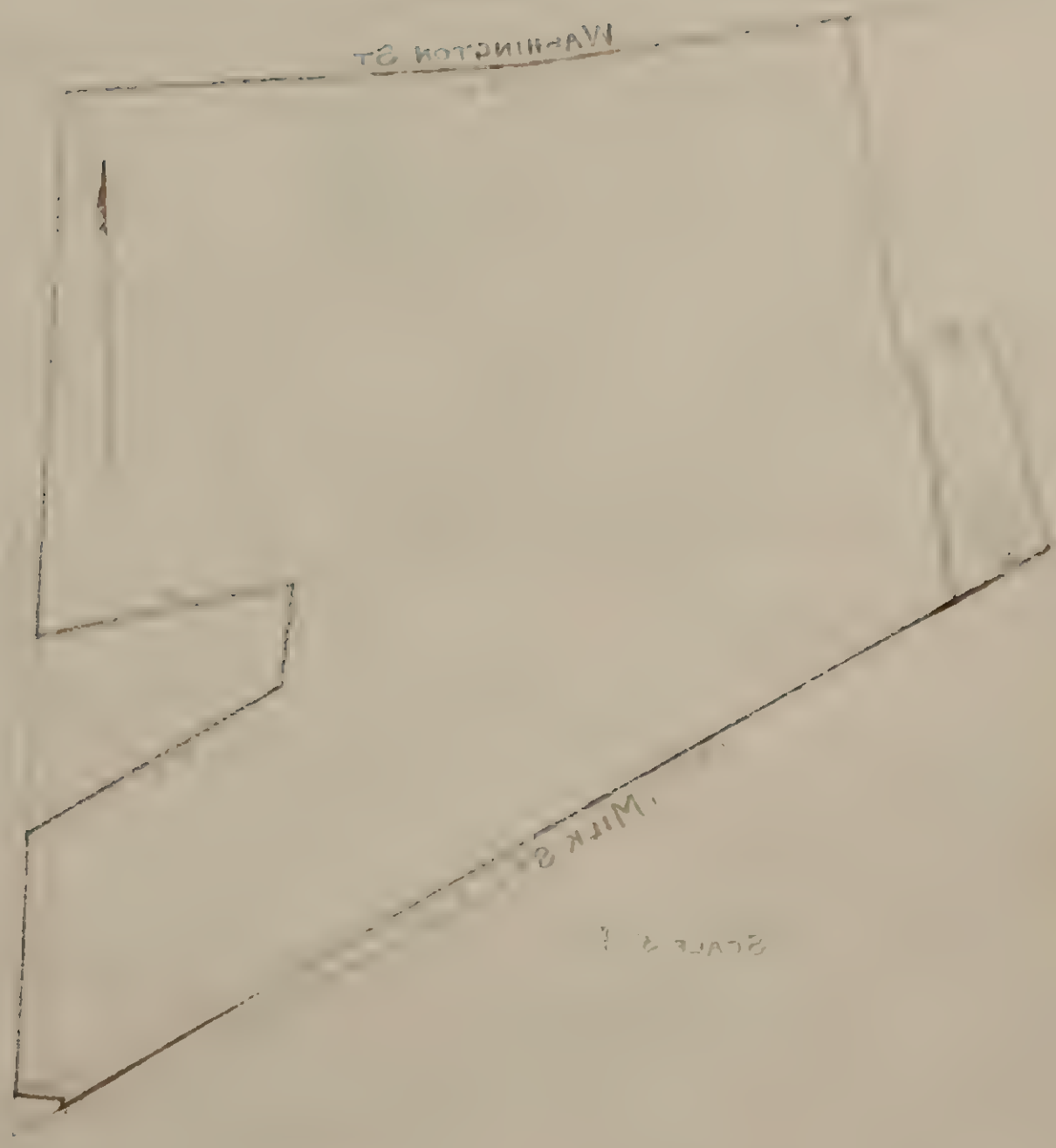
Sketch :-

Mid. 1794.107 Jas J. French et to Boston Consolidated St. Ry Co page 283

– 1817 453 Bos Cons^d R'way Co to Thos. O'Keefe a page 284

Refers to Plan Chas D. Elliot, Dec, 1885. Mdsex. Book of Plans 51 Plan 38.

– 1830.338. Bos. Consolidated R.'way Co. to City of Somerville. See plan book page 77 renounces any rights to damages for the laying out of Mystic St. and refers to a plan by Geo A. Kimball, May 23, 1887. Not recorded. page 285


WASHINGTON ST
MILK ST.

1794.107

Know all men by these presents, that we James J. French of Toledo in the State of Ohio, and Mary R. Brown, widow, and Harlan P. Whitcomb both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of one dollar and other good and valuable considerations to us ~~dollars~~ paid by the Boston Consolidated Street Railway Company a corporation duly established by law, having its principal place of business in said Boston ~~under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Boston Consolidated Street Railway Company its successors and assigns forever a certain parcel of land with the buildings thereon standing, situated on Washington and Mystic Streets, and Somerville Avenue in Somerville in the County of Middlesex and Commonwealth aforesaid, and **bounded** and described as follows, to wit.

Beginning at the northwesterly corner of the granted premises on said Washington Street at land now or late of Hiram Allen, and thence running easterly and bounded northerly by said Washington street two hundred and fifty six and 6/100 feet, to said Mystic street, then turning and running southerly and bounded easterly by said Mystic Street One hundred and eighty two feet more or less to a point designated by an iron rod in the westerly line of said Mystic Street at land of Eugene E. Fox and others; then turning and running westerly and bounded southerly by said land of Fox and others eighty six feet to a point designated by an iron rod, then turning and running southerly and bounded easterly by said land of Fox and others thirty three feet to a point designated by an iron rod, then turning and running southeasterly and bounded northerly by said land of Fox and others, by a line parallel with and distant eighty five feet northeasterly from said Somerville Avenue ninety nine and 18/100 feet to a point designated by an iron rod in the westerly line of said Mystic Street, then turning and running southerly and bounded easterly by said Mystic Street Eighty seven feet more or less to land of Gallagher heirs, then turning and running [illegible] and bounded southerly by said land of Gallagher heirs sixteen and 25/100 feet to a corner, then turning and running southerly and bounded easterly by said land of Gallagher heirs three and 18/100 feet to said Somerville Avenue then turning and running northwesterly and bounded southwesterly by said Somerville Avenue three hundred and seventy seven and 46/100 feet to land of Catherine O'Keefe, then turning and running northerly and bounded westerly by said land of O'Keefe seventy nine and 4/100 feet to said land now or late of Allen, then turning and running easterly and bounded northerly by said land now or late of Allen thirty feet to a corner, and then turning and running northerly and bounded westerly by said land now or late of Allen One hundred and nine teen and 75/100 feet to the point of beginning or however otherwise bounded measured or described

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said **Boston Consolidated Street Railway Co.** and its successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Emma C. Whitcomb wife of said Harlan P. Whitcomb do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said James J. French, being unmarried, Mary R. Brown, Harlan P. Whitcomb and Emma C. Whitcomb hereto set our hands and seals this Eighth day of April in the year one thousand eight hundred and eighty seven

Signed and sealed in presence of &c

Jas. J. French. (Seal)
Mary R Brown. (Seal)
Harlan P. Whitcomb. (Seal)
Emma C. Whitcomb. (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston April 19 1887. Then personally appeared the above-named Mary R. Brown & Harlan P. Whitcomb and acknowledged the foregoing instrument to be their free act and deed before me —

Frederick Brown. Justice of the Peace.

~~188~~ ~~h~~ ~~m~~ ~~M. Received and entered with~~ ~~Deeds, libro~~ ~~folio~~

~~Attest:~~ ~~Register~~

(over)

State of Ohio
Lucas S.S.

Be it remembered that on the 11 day of April 1887 before me the subscriber a Notary Public within and for said County, personally came James C. French the grantor in the above conveyance & acknowledged the signing and sealing thereof to be his voluntary act & deed for the purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name & affixed my official seal the day and year aforesaid.

A. H. Coldham
Notary Public Lucas County Ohio

(Notarial Seal)

State of Ohio, Lucas County S.S. I, R. C. Quiggle Clerk of the Court of Common Pleas, the same being a Court of Record within and for the County of Lucas and State of Ohio, do hereby certify that A. H. Coldham before whom the annexed instrument was acknowledged, and to the certificate whereof he has signed his name officially in his own handwriting, was at the date thereof, and now is, a Notary Public within and for said County of Lucas duly commissioned and sworn as such, and that by virtue of said office, and the laws of the State of Ohio he was fully authorized to take the acknowledgement of deeds and other instruments of writing - & further certify that the annexed instrument is duly executed and acknowledged as required by the laws of the State of Ohio - Also that I am acquainted with the handwriting of the above named Notary Public and verily believe his official signature to the annexed certificate to be genuine.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at the City of Toledo this 11 day of April A. D. 1887.

R. C. Quiggle Clerk
J. F. Stirling Deputy

(Seal of the Court of Common Pleas)

Middlesex S.S. April 28. 1887. Recd & Recorded,
Chas. B. Stevens Reg.

1817. 453.

Know all men by these presents, that the Boston Consolidated Street Railway Company, a corporation duly established by law in Boston, in the county of Suffolk and Commonwealth of Massachusetts

in consideration of Eight hundred (800) dollars ~~paid by the~~ to be paid by Thomas O'Keefe of Somerville in the county of Middlesex and Commonwealth aforesaid a corporation ~~established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Thomas O'Keefe his heirs and assigns forever, a certain piece or parcel of land situated on the northerly side of Somerville avenue in said Somerville and bounded and described as follows, to-wit: easterly by other land of the grantor, (by a line parallel with and distant four (4) feet westerly from another line, which other line is the division line running north and south between land of the grantor and land of Hiram Allen and marked 1:75 on a plan made by Charles J. Eliot Engineer and Surveyor, dated Dec 1885 and recorded with Middlesex So. Dist. Deeds, Book of Plans No 51 plan No. 38, prolonged in the same straight line to said Somerville Avenue) eighty-six (86) feet more or less; westerly by land of Catherine O'Keefe seventy-nine and four hundredths (79.04) feet more or less, and northerly by land of said Hiram Allen, twenty-six (26) feet more or less; containing 2259 square feet more or less. Being a part of the premises conveyed to the grantor by James E. French and others, by deed dated April 18 - 1887, and recorded with said Middlesex So. District Deeds Lib 1794 fol 107.

Southerly by said Somerville Ave thirty-six (36) feet more or less

The above pencil addition is in the original deed July 25 1911 C. T. Weaver.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Thomas O'Keefe and his heirs and assigns, to their use and behoof forever.

And the said grantor doth ~~hereby~~ for itself and its successors ~~and heirs, executors, and administrators~~ **covenant** with the said ~~and grantee~~ ~~assigns that the~~ grantee and his heirs and assigns that the granted premises are free from all incumbrances made or suffered by it, and its successors

~~and that will and heirs, executors, and administrators~~ shall **warrant and defend** the same to the said ~~and~~ grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under it but against none other.

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof the said Boston Consolidated Street Railway Company hath caused its corporate seal to be hereto affixed and these presents to be executed and delivered in its name and behalf by Charles E. Powers its President thereunto duly authorized ~~hereto set hand and seal~~ this fourteenth day of September in the year one thousand eight hundred and eighty seven

Signed, ~~and~~ sealed and delivered in presence of

James H. Irwin.

Boston Consolidated Street Railway Co. Incorporated 1886

Boston Consolidated Street Railway Company.

By Charles E. Powers. President.

Commonwealth of Massachusetts. Suffolk ss. September 21st 1887. Then personally appeared the above-named Charles E. Powers, President ~~and~~ acknowledged the foregoing instrument to be ~~his~~ free act and deed of the Boston Consolidated Street Railway Company, before me

James H. Irwin Justice of the Peace.

Middlesex ss Sept 24 1887, h m M. Received and entered with Middlesex Deeds, libro 1817 folio 453.

Attest: Chas B. Stevens. Register.

1830. 338

285

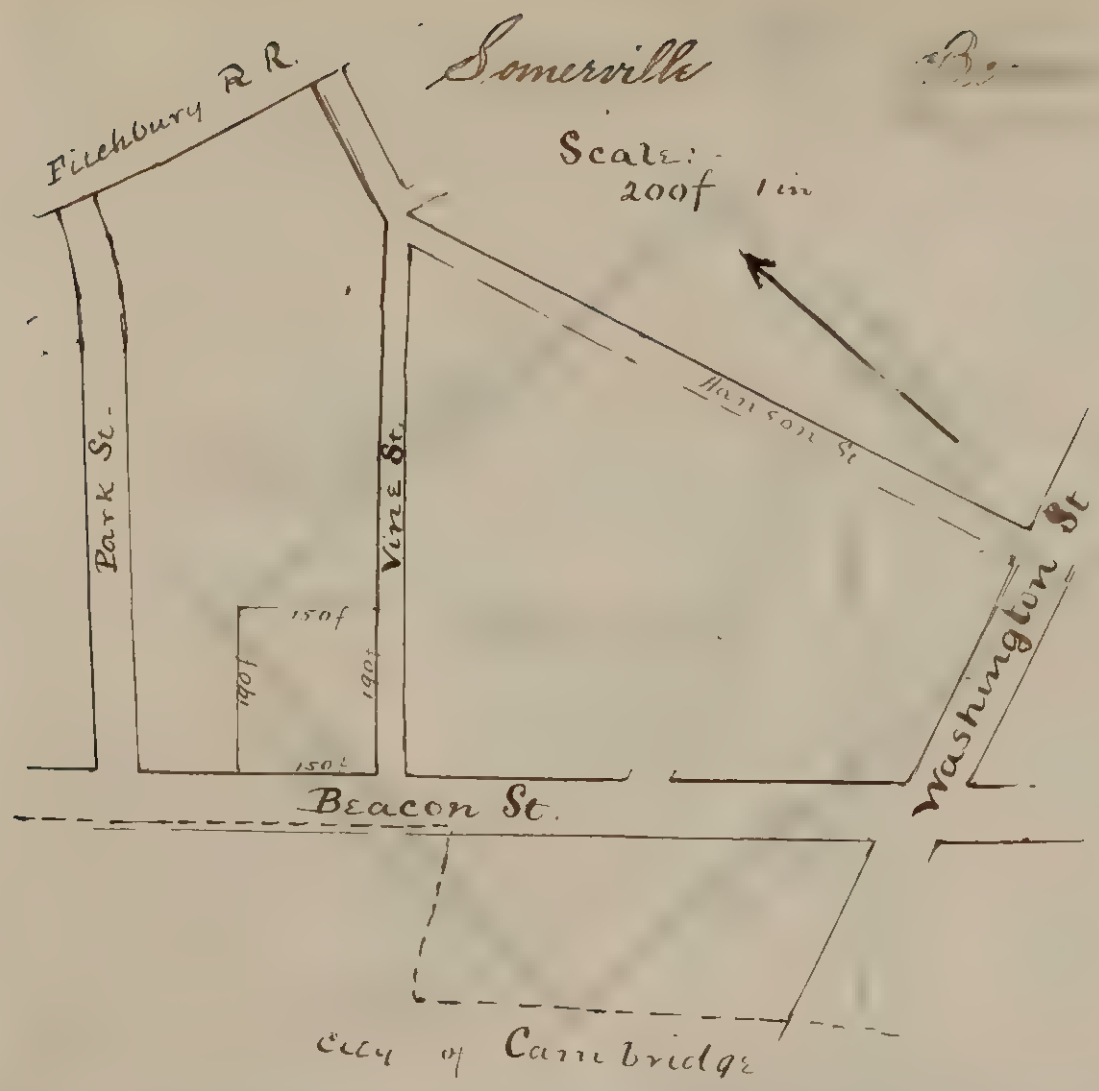
Know all Men by these Presents, That Whereas it has been proposed to lay out as a public street or way Mystic Street so called in Somerville, in the County of Middlesex and Commonwealth of Massachusetts. We, the undersigned, the several owners of land and estates abutting on said proposed Mystic Street, do hereby agree that in case said City shall lay out and grade said Mystic Street as a public street or way of said City, as shown upon a plan thereof made by George A. Turnbull Civil Engineer, dated May 23d 188[illegible] that we will make no claim of said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of the taking of any portions of our respective lands, and laying out and grading the same, as shown upon said plan, as a public street or way of said City; and do hereby for ourselves, our heirs, executors and administrators, covenant with said City of Somerville forever to indemnify and save harmless the said City against all claims and demands of all persons claiming by through or under us for damages, costs, expenses or compensation, for, on account of, or in any way growing out of said taking, laying out and grading.

Witness our hands and seals, each adopting the seal in common, this ninth day of June in the year one thousand eight hundred and eighty seven.

Boston Consolidated Street Railway Co.
by Chas. E. Powers, President (Seal)
Solomon S. Rowe
Nathan Tufts
Francis Tufts
Martha B. Tufts
Sarah E. Ridder
Hannah J. Allen.

Commonwealth of Massachusetts. Middlesex S.S. June 31st 188[illegible]
Then personally appeared the above named Charles E. Powers and acknowledged the foregoing instrument by him subscribed to be his free act and deed.
before me, Chas. J. Hayden. Justice of the Peace.

Middlesex S.S. Dec. 22. 1887. Recd & Recorded,
Chas. B. Stevens Reg.


Somerville
Fitchburg R R.
Scale:
200f 1in
Park St.
Vine St.
Hanson St
Washington St
150f
140f
190f
150f
Beacon St.
City of Cambridge

Somerville:
Beacon and Vine Sts.

Mid. 1588, 53. Lemuel Shaw et al Trs to Charles River St. Ry Co.

page 288

Know all Men by these Presents,

That we, **Lemuel Shaw** and **Charles R. Codman** both of Boston in the County of Suffolk and Commonwealth of Massachusetts, **Trustees** under the last will of William Sturgis late of Boston in the County of Suffolk and Commonwealth of Massachusetts, deceased for the benefit of Mrs. Caroline Tappan which will was duly proved and allowed by the Probate Court for said County on the second day of November A. D 1863 do by virtue and in execution of the power to us given in and by said will, and of every other power and authority us hereto enabling, and in consideration of the sum of one dollar and other good and valuable considerations to us paid by **The Charles River Street Railway Company**, a corporation duly established under the laws of Massachusetts, and having its usual place of business at Cambridge in the County of Middlesex and Commonwealth aforesaid the receipt of which sum is hereby acknowledged, hereby bargain sell and convey unto the said **Charles River Street Railway Company** its successors and assigns forever a certain parcel of land with all the buildings thereon situated in **Somerville** in said County of Middlesex and **bounded** and described as follows, viz.

Southwesterly by Beacon Street formerly called Hampshire street or Middlesex turnpike one hundred and fifty feet; southeasterly by Vine street one hundred and ninety feet; northeasterly by land now or formerly of Clarissa W. Hanson by a line parallel with Beacon Street and one hundred and ninety feet distant therefrom one hundred and fifty feet, northwesterly by land now or formerly of J. H. Hanson by a line parallel with Vine Street and one hundred and fifty feet distant therefrom one hundred and ninety feet.

containing twenty eight thousand five hundred feet of land more or less. Being the same premises conveyed to us as Trustees as aforesaid by George Kaan of said Somerville by mortgage deed dated March 2d 1874 and recorded with Middlesex So. District Deeds Lib 1305 Fol 225; and also by release of said Kaan dated May 13th 1878 and recorded with said deeds Lib 1476 Fol 38.

To Have and To Hold the above granted premises with all the privileges and appurtenances thereto belonging to the said **Charles River Street Railway Company** and its successors and assigns, to their own use and behoof forever. And we the said grantors for ourselves and our heirs, executors and administrators do covenant with the said grantee its successors and assigns that the premises are free from all incumbrances made or suffered by us and that we will and our heirs executors and administrators shall Warrant and Defend the same to the said grantee its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

In Witness Whereof we the said Lemuel Shaw and Charles R Codman Trustees as aforesaid hereunto set our hands and seals this thirty first day of December in the year one thousand eight hundred and eighty one.

Signed sealed and delivered in presence of J. O Shaw Jr &c } Lemuel Shaw, Charles R. Codman } Trustees (Seal) (Seal)

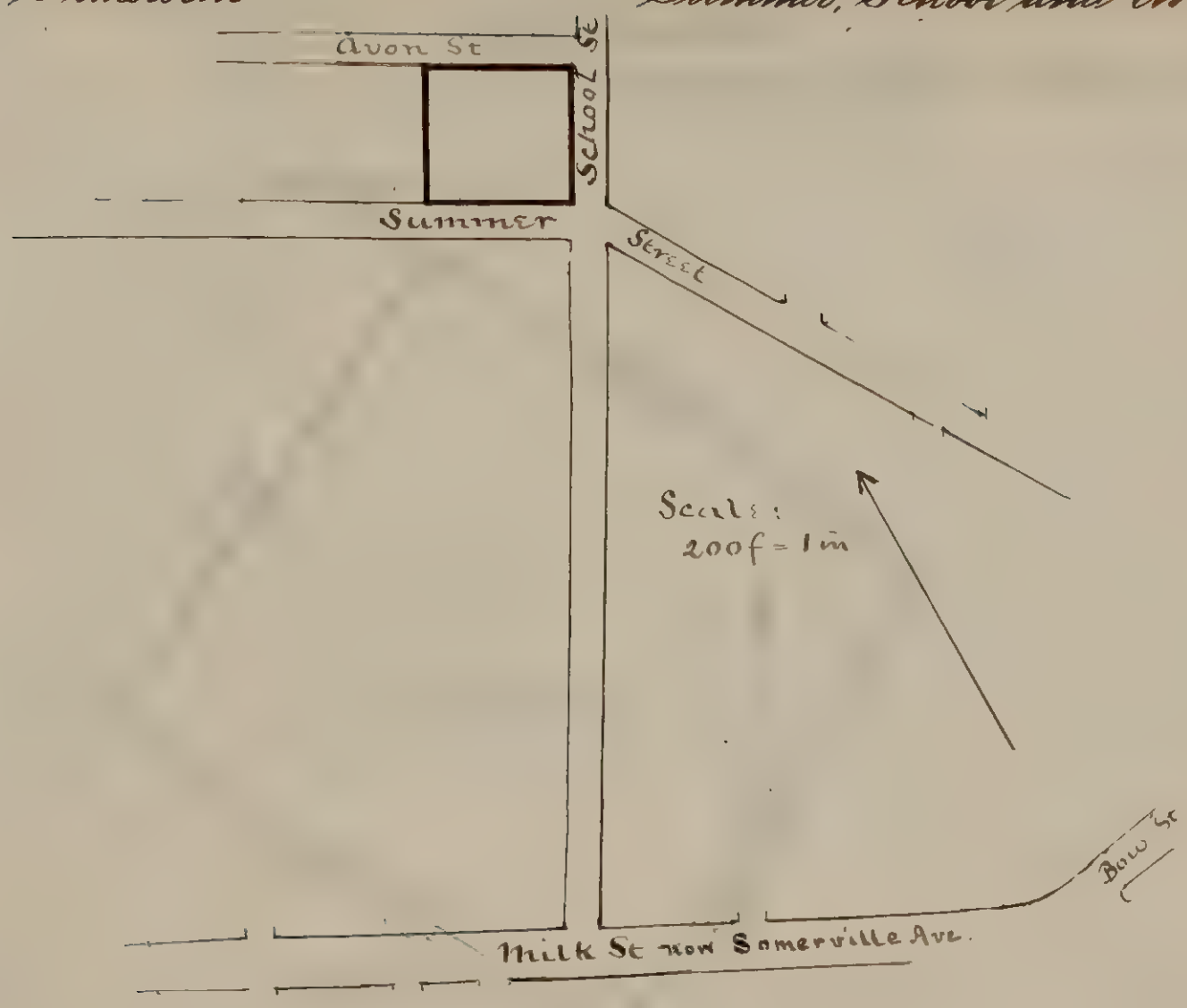
Commonwealth of Massachusetts

Suffolk S.S. Boston, Dec 31st 1881. Then personally appeared the above named Lemuel Shaw & Charles R. Codman, Trustees and acknowledged the foregoing instrument to be their free act and deed. before me.

John O Shaw Jr Justice of the Peace.

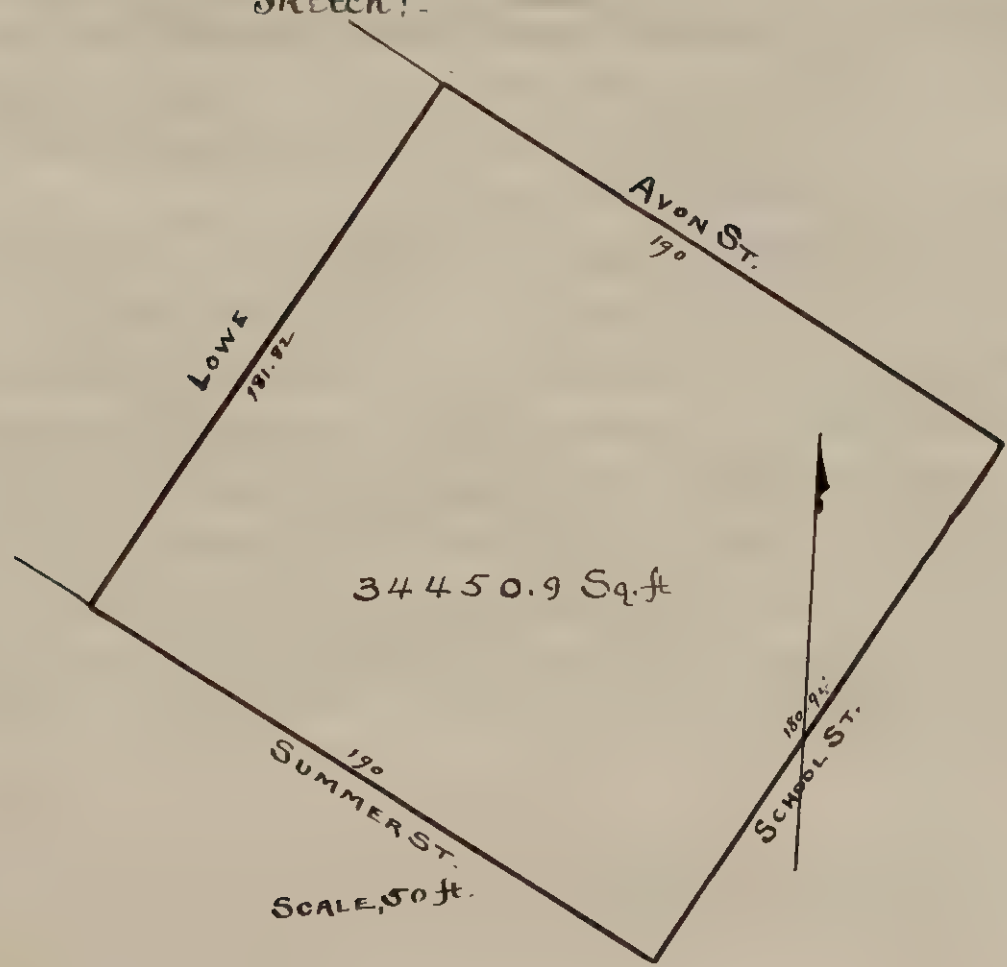
Middlesex S.S. Jan 2 1882. Recd & Recorded
Attest, Chas B Stevens Reg

Somerville Summer, School and Avon Sts.



Somerville :-
Summer, School & Avon Sts.

Sketch :-



Mid. 1624. 206 Geo W. Ireland to Charles River St. Ry Co. page 291

1624-206

Know all men by these presents, that I, George W. Ireland, of Boston in the County of Suffolk and Commonwealth of Massachusetts

in consideration of One dollar and other valuable considerations to me ~~dollars~~

paid by the Charles River Street Railway Company

a corporation duly established ~~under~~ by the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Charles River Street Railway Company its successors and assigns all that lot of land situated on Summer, School and Avon streets in Somerville in the County of Middlesex and Commonwealth aforesaid bounded and described as follows to wit;

Beginning on the corner of said Summer Street and running Northeasterly on said School Street one hundred & eighty and 94/100ths feet to the corner of said Avon Street, thence turning and running Northwesterly on said Avon Street one hundred and ninety feet to land of Lowe thence turning and running Southwesterly on said Lowe's land one hundred & eighty one and 82/100ths feet to said Summer Street, thence turning and running Southeasterly on said Summer Street one hundred and ninety feet to the point of beginning.

Containing Thirty four thousand four hundred and fifty and 9/10ths square feet more or less. For record of my title see deed from Ellen M. Randall to me recorded in Book 1147 Page 434. Also a deed from Charles Lowe and Martha P. Lowe to me recorded Book 1180 Page 503, and also deed from Benjamin Hadley to me recorded Book 1180 Page 565 all in Middlesex Co. Dist. Registry of Deeds.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Charles River Street Railway Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Jane P. Ireland, wife of said George W. Ireland do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said George W. Ireland and Jane P. Ireland hereunto ~~hereto~~ set our hands and seals this twenty seventh day of February in the year one thousand eight hundred and eighty three

Signed and sealed in presence of

George W. Ireland (Seal)

Jane P. Ireland (Seal)

Commonwealth of Massachusetts. Suffolk ss. February 27 1883. Then personally appeared the above-named George W. Ireland and acknowledged the ~~foregoing~~ above instrument to be his free act and deed

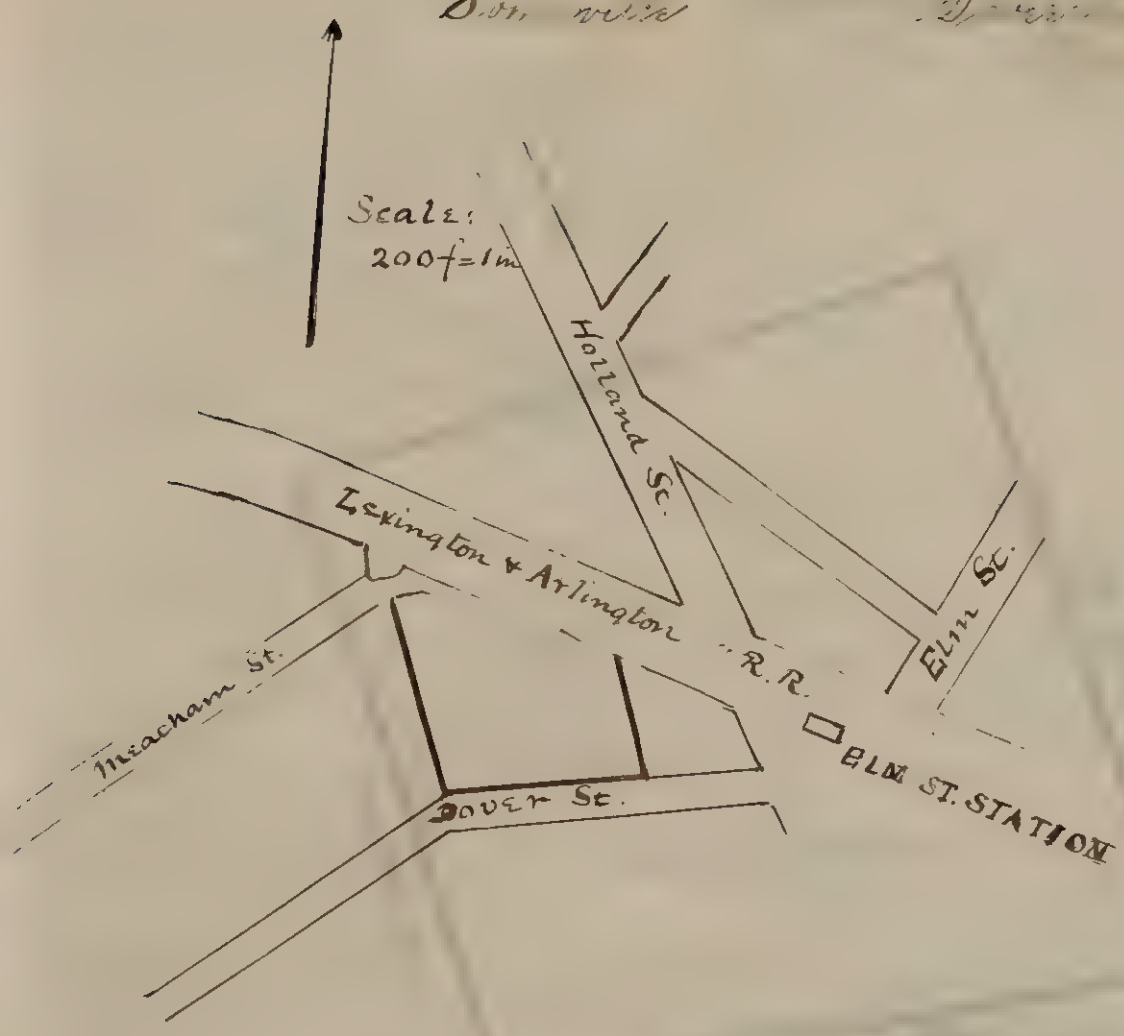
before me —

Edwin B. Hale *Justice of the Peace.*

Feb 28 1883, h. m .M. Received and entered with Middlesex Deeds, libro 1624 folio 206.

Attest: Chas P Stevens *Register.*

Somerville Dover



As represented on the Atlas of Somerville.

Somerville:
Dover St.

Mid. 968. 150. Somerville H. R. R. Co. to Middlesex R. R Co. page 294
1192. 621 Middlesex R. R. Co to Union R'way Co " 295
1620. 290. Union R'way Co to Cambridge R. R Co. " 296
– All above deeds contain a condition.

The name of Willow St seems to have been changed to Dover St.

Query whether Brook St has not been discontinued and a part of the lot been taken by Lexington & Arlington R. R. Co.

See Plan of C. Bancroft. June 1857. Not recorded.

2nd Plan of C. Barnaby. June 1881. not accepted.

968 150

Know all Men by these Presents, That the **Somerville Horse Rail Road Company** a corporation duly established in the Commonwealth of Massachusetts, in consideration of one dollar to said corporation paid by the **Middlesex Rail Road Company** a corporation duly established in said Commonwealth and other good considerations, the receipt whereof is hereby acknowledged, do hereby bargain, sell, convey, release and forever quit claim unto the said **Middlesex Rail Road Company** three lots of land situated in **Somerville** in the County of Middlesex and Commonwealth of Massachusetts, containing together forty thousand feet more or less, being lots numbered nine (9) ten (10) Eleven (11) on a plan of land in Somerville made by C. Bancroft dated June 1857 which lots together are **bounded** and described as follows, viz;

beginning at the Southerly corner of the premises on Willow Street (so called) at land of George Meacham; thence running easterly on said Willow Street two hundred and one and a half feet to a new street laid down on said plan called Brook Street: thence Northwesterly on said Brook Street two hundred and fifteen feet; thence turning at a right angle and running Westerly two hundred feet to land of said Meacham, thence turning and running Southerly on land of said Meacham one hundred and eighty six and one fourth feet to the point of beginning.

To Have and To Hold the above conveyed premises with all the privileges and appurtenances to the same belonging to the said **Middlesex Rail Road Company** and its assigns to its and their use and behoof forever, and this conveyance is on the express condition that the said Middlesex Horse Railroad Company shall pay all the sums of money which they have agreed to pay to the said Somerville Horse Rail Road Company by a certain indenture between said two companies bearing date on the first day of December in the year eighteen hundred and sixty five, and shall observe, perform and keep all the covenants, agreements and stipulations, expressed in said indenture on the part of said Middlesex Rail Road Company to be observed, performed and kept and shall also keep the building on the afore conveyed premises insured against fire in the sum of twenty five hundred dollars payable to said Somerville Horse Rail Road Company in case of loss (all money however received by said Somerville Horse Railroad Company for losses insured against shall be applied to rebuilding or repairing any building on said premises that may have been destroyed or injured by fire) otherwise the said estate hereby granted shall be forfeited, being the same premises conveyed to said Somerville Horse Rail Road Company by Francis Draper's deed dated January 2 1863, recorded with Middlesex South District Deeds Lib 898 Fol 192.

In Witness Whereof the said said Somerville Horse Rail Road Company has caused its corporate seal to be hereto affixed and the same to be signed by Charles E Powers its President, thereunto duly authorized this twenty ninth day of December in the year of our Lord one thousand eight hundred and sixty five.

Signed, sealed &c

Somerville Horse Rail Road Co. (L.S.)
by Charles E. Powers. Prest.

Commonwealth of Massachusetts

Suffolk ss January 17 1866 Then appeared the above named Charles E. Powers, President of the Somerville Horse Rail Road Company and acknowleged the above instrument to be the free act and deed of the said Somerville Horse Rail Road Company Before me

J. E. Sewall Justice of the Peace.

Middlesex S.S. April 21 1866. Recd and Recorded
Attest, Chas B. Stevens Reg

1192-621

Knowall Men by these Presents,

That the **Middlesex Railroad Company**, a body corporate having its usual place of business in Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of one dollar to said corporation paid by the **Union Railway Company**, a body corporate having its usual place of business in Cambridge in the County of Middlesex and Commonwealth aforesaid & other good and sufficient consideration the receipt whereof is hereby acknowledged, do hereby bargain, sell, convey and forever quit claim unto the said **Union Railway Company** its successors and assigns, three lots of land situated in **Somerville** in the said County of Middlesex, containing together forty thousand feet more or less, being lots numbered nine (9) ten (10) & eleven (11) on a plan of land in Somerville, made by C. Bancroft, dated June 1857, which lots together are **bounded** and described as follows, viz;

beginning at the southerly corner of the premises on Willow Street, at land now or late of George Meacham, thence running easterly on said Willow Street, two hundred and one and a half ft. to Brook Street, so called, thence north westerly on said Brook Street two hundred and fifteen feet, thence turning at a right angle and running westerly two hundred feet to land of said Meacham, thence turning and running southerly on land of said Meacham one hundred & eighty six and one fourth feet to the point of beginning.

To Have and To Hold the above granted premises with all the privileges and appurtenances thereto belonging unto the said **Union Railway Company** its successors and assigns to its and their use and behoof forever, and this conveyance is upon the express condition that the said Union Railway Company shall pay all the sums of money, and perform all the agreements and covenants that they have entered into with the Middlesex Railroad Company by a certain indenture between the parties made made the first day of June A. D. 1869, and said Union Railway Company shall observe, keep and perform all the conditions, agreements and covenants, by them to be performed according to the terms of said agreement, and also shall keep the buildings on the aforegranted premises insured against fire in the sum of twenty five hundred dollars payable in case of loss to the Somerville Horse Railroad Company in accordance with the terms, and under the restrictions and agreements as to the application of all money received from such insurance contained in a deed of the said premises given by the Somerville Horse Railroad Company, to the said Middlesex Railroad Company dated Dec 9th 1865 and recorded with Middlesex Deeds So. Dist Book 968 Page 150. Otherwise the estate hereby granted shall be forfeited and revert to the grantor.

In Witness Whereof the said Middlesex Railroad Company has caused its corporate seal to be affixed and the same to be duly signed by its President Charles E. Powers, he being first duly authorized this twenty fourth day of July - A. D. 1871.

Signed sealed &c

Middlesex Railroad Co.
by Charles E. Powers, Prest (L. S.)

~ Commonwealth of Massachusetts ~

Suffolk ss. January 4 1872 Then personally appeared the above named Charles E. Powers, President of the Middlesex Railroad Company, and acknowledged the foregoing instrument to be the free act and deed of the said Middlesex Railroad Company.

Before me,
Henry W. Kinney, Justice of the Peace, throughout the Commonwealth

Middlesex ss. Jan 9 1872 Rec'd & Recorded,
Attest, Chas. B. Stevens Reg.

1620.290

Know all Men by these Presents,
That the **Union Railway Company**, a Corporation duly established by law in the Commonwealth of Massachusetts, in consideration of One Dollar to it paid by the **Cambridge Railroad Company** a Corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged, and in compliance with certain of the agreements and stipulations set forth and contained in a contract in writing made and entered into by and between the said two Corporations, bearing date the twenty second day of November in the year eighteen hundred and eighty two and recorded with Middlesex So. Dist Deeds Lib 1616 Fol 260 & 266 does hereby bargain, sell, convey and forever quitclaim unto the said **Cambridge Railroad Company** its successors and assigns three certain lots of land situate in **Somerville** in the County of Middlesex and Commonwealth aforesaid, together containing forty thousand square feet more or less, being lots numbered nine, ten and eleven on a plan of land in said Somerville, made by C Bancroft, and dated June 1857, which said lots are together **bounded** and described as follows;

Beginning at the southerly corner of the premises on Willow Street, at land now or late of George Meacham; thence running easterly on said Willow Street two hundred and one and a half feet to Brook Street so called; thence Northwesterly on said Brook Street two hundred and fifteen feet; thence turning at a right angle and running Westerly two hundred feet to land of Meacham, thence turning and running Southerly on said land of Meacham One hundred and eighty six and one fourth feet to the point of departure;
being the same premises conveyed to the grantor by the Middlesex Railroad Company by deed dated July 24 1871 and recorded with Middlesex So Dist Deeds Book 1102 Page 621. And this conveyance is made expressly subject to the conditions, stipulations and requirements set forth in said deed which conditions, stipulations and requirements the grantee herein agrees to assume and perform and to hold the grantor forever harmless and discharged there from.

To Have and To Hold the above granted premises, with all the buildings thereon, and all the privileges and appurtenances thereto belonging, unto the said **Cambridge Railroad Company** its successors and assigns, to its and their use and behoof forever.

In Witness Whereof the said Union Railway Company has hereunto caused its Corporate name to be signed and its Corporate seal to be affixed by a majority of its Directors thereunto duly authorized, this first day of January in the year eighteen hundred and eighty three

Union Railway Company; By

Signed, sealed delivered in presence of S F. Rugg to all.

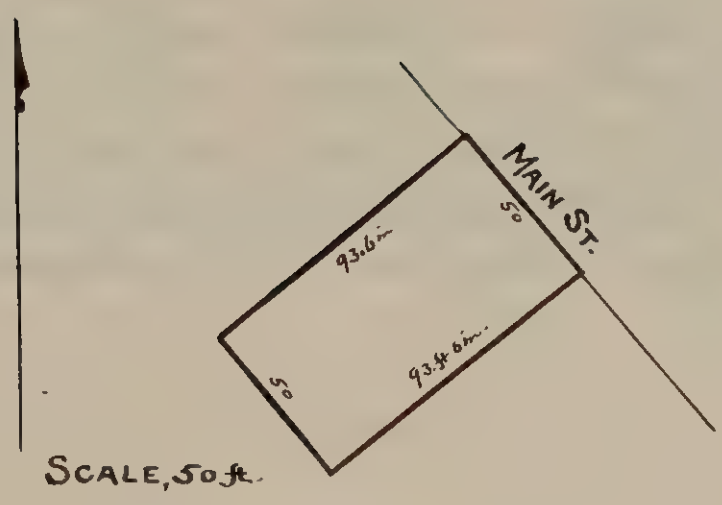
Knowlton S. Chaffee
Joseph H Converse
Samuel B Rindge
John A. Bright
Edwin Dresser
Fred^k T. Stevens
James C. Fisk
A. L Richards
Estes Howe
} its Directors

Union Railway Incorp 1855 Cambridge

Middlesex SS. January 6th 1883. Then personally appeared the above named Knowlton S. Chaffee, Jos H. Converse, Saml B Rindge, John A. Bright, Edwin Dresser, F. T Stevens, Jas C. Fisk A. L Richards & E. Howe, and acknowledged the foregoing instrument to be the free act and deed of the said Union Railway Company:
before me. Samuel F. Rugg - Justice of the Peace.

Middlesex SS. Jan 10 1883. Rec'd & Recorded,
Attest, Chas B. Stevens Reg.

Watertown:
Main St.



Mid. 765, 517. Lew Thayer to Waltham & Watertown R.R.Co. page 298
767. 21 Benjamin Farrar et al " " " " " page 299

TAX VAL. 1890 - $6000.

765. 517

Know all men by these presents, that I Levi Thaxter of Watertown in the County of Middlesex and State of Massachusetts

in consideration of one dollar to me ~~dollars~~

paid by the Waltham and Watertown Railroad Company

established ~~under the~~ by laws ~~of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said a corporation duly

Corporation their successors or assigns all my interest in and to a certain parcel or lot of land situated on the southerly side of Main street in said Watertown bounded and described as follows, to wit;

Beginning at the northerly corner of said lot on said street at land of Maria Britton thence easterly on said street fifty (50) feet thence southerly ninety three ft six inches thence westerly fifty feet thence northerly ninety three feet and six inches to the place of beginning.

Meaning and intending to convey by this deed all my interest in the said lot this day conveyed to said Corporation by Benj F. Farrar under a mortgage from said Farrar to me dated May 18 1854 and recorded in the Middlesex Registry of Deeds Book 677 page 446.

To have and to hold the above released premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Waltham and Watertown Railroad Company ~~and~~ their successors and assigns, to their use and behoof forever.

And I ~~the said Thaxter hereby~~, for myself and my heirs, executors, and administrators do covenant with the said Corporation ~~and~~ their successors and assigns that the premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the Corporation ~~and~~ their successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Levi Thaxter have hereunto ~~hereto~~ set my hand and seal this ninth day of April in the year of our Lord one thousand eight hundred and fifty seven

Signed and sealed in presence of

J. B. Keyes.

Levi Thaxter (Seal)

~~Commonwealth of Massachusetts~~ Middlesex ss. April 13 — 1857. Then personally appeared the above-named Levi Thaxter and acknowledged the ~~foregoing~~ above instrument to be his free act and deed before me —

J. B. Keyes Justice of the Peace.

April 18 — 1857. h m M. Received and entered with Middlesex Deeds, libro 765 folio 517

Attest: Caleb Hayden Register.

767.21

Know all men by these presents, that I Benjamin F. Farrar with Mary Ann my wife both of Watertown in the county of Middlesex and State of Massachusetts, who joins with me in this deed for the purpose of conveying all her interest in said estate under the Homestead Exemption Laws.

In consideration of Twelve hundred and fifty dollars paid by the Waltham and Watertown Railroad Company a corporation duly established ~~under~~ by the laws ~~of the Commonwealth~~ of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said Waltham and Watertown ~~remise, release and forever quitclaim unto the said~~ Railroad Company and their successors and assigns forever A certain parcel or lot of land situated on the southerly side of Main Street in said Watertown Bounded and described as follows to wit. Beginning at the northerly corner of said lot on said Main Street at land of Maria Britton whose line is not over one foot from the building as it now stands thence easterly by the southerly line of said street Fifty (50) feet, thence southerly bounded easterly on land of said Farrar ninety three and one half (93½) feet. thence westerly Fifty (50) feet to said Britton land, thence northerly ninety three and one half (93½) to said Main Street and the place of beginning.

Said lot contains forty six hundred and seventy five (4675) and is a part of the estate conveyed to me by William Minot and other trustees by their deed dated April first 1845 and recorded in the Registry of Deeds for Middlesex County Book 464 Page 356 and also a deed from Mary Spring dated October first 1845 - and recorded in said Registry Book 476 Page 157.

To have and to hold the above ~~released premises, with all the privileges and appurtenances thereto belonging, to the said~~ granted premises to the said Waltham and Watertown Railroad Company their successors and assigns, to their use and behoof forever.

And I the said Grantor hereby, for myself and my heirs, executors, and administrators do **covenant** with the said grantees and their successors and assigns, that I am lawfully seized in fee simple of the premises ~~and assigns that the granted premises~~ are free from all incumbrances ~~made or suffered by~~ a good right to sell and convey the same to the said grantees and their successors and assigns forever as aforesaid,

and that I will and my heirs and executors, and administrators shall **warrant and defend** the same to the said grantees and their successors and assigns forever against the lawful claims and demands of all persons, ~~claiming by, through or under but against none other.~~

And ~~for the consideration aforesaid~~ ~~do hereby release unto the grantee all right of or to both~~ **dower** and **homestead** ~~in the granted premises.~~

In witness whereof I the said Benjamin F. Farrar with Mary Ann my wife who joins in the deed for the purpose of conveying all her interest in the said estate under the Homestead Exemption Laws as well as in token of her release of all right of dower in the granted premises. hereto set our hands and seals this ninth day of April in the year of our Lord one thousand eight hundred and fifty seven.

Signed, ~~and~~ sealed and delivered in presence of the word his erased and successors interlined wherever their occur also the words by their deed interlined before signing. The word written erased and over inserted before signing.

J. B. Keyes

Benjamin F. Farrar (Seal)

Mary Ann Farrar (Seal)

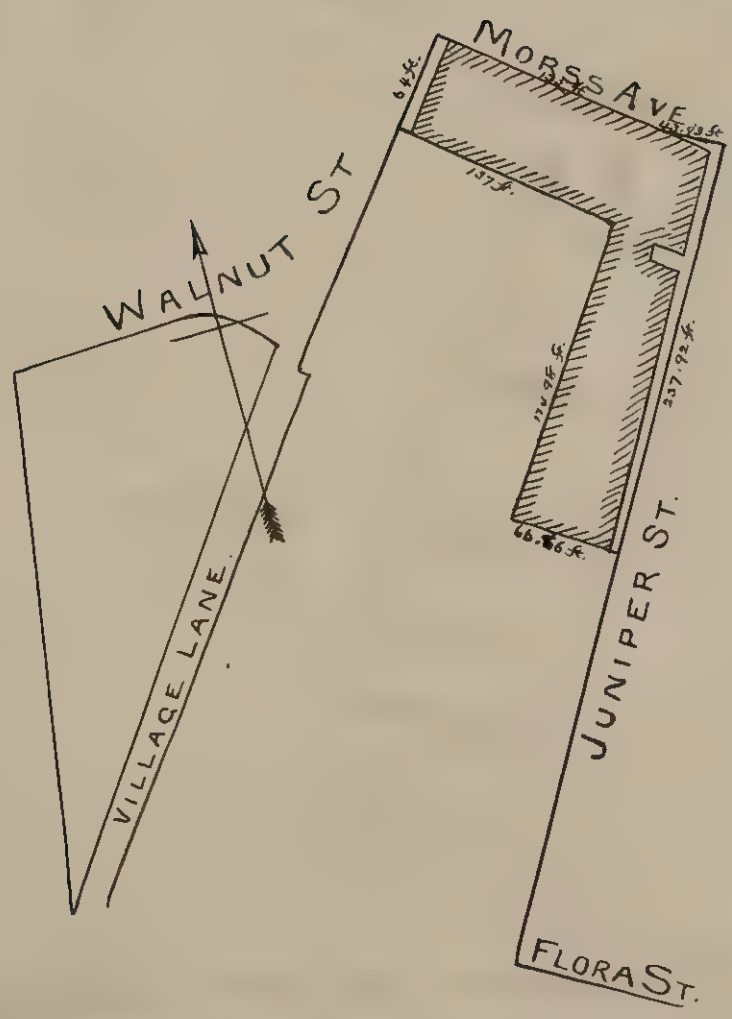
Commonwealth of Massachusetts. Middlesex ss. April 13 above 1857. Then personally appeared the above-named Benjamin F. Farrar and acknowledged the foregoing instrument to be his free act and deed before me —

J. B. Keyes Justice of the Peace.

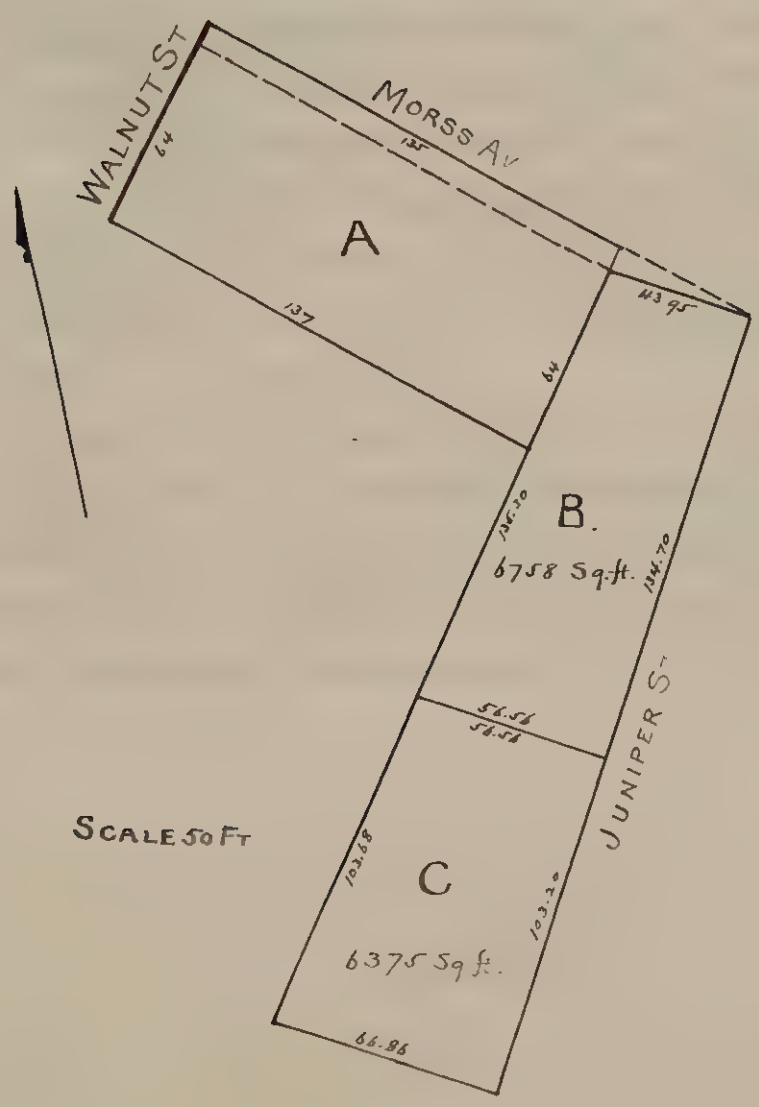
Middlesex April 13 - 1857. h m M. Received and entered with Middlesex Deeds, libro 767 folio 21

Attest: Caleb Hayden Register.

Brookline Walnut and Juniper Sts and Moss Ave.



Brookline — Walnut St, Morss Ave and Juniper St.



Norfolk 467-115 Julia A. Mayo et al. to Metropolitan R.R. Co. — page 302

467-116 Julia A. Crosby Sdn " " " " — " 303

467-116 Julia A. Crosby " " " — " 304

467-179 Saml Clark et al " " " " — " 305

532-508 Saml Clark et al " " — " 306

See plan Whitman and Brack June 2nd 1873 Norf 441-177

Plan Book page 58.

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

467-115

302

Know all men by these presents, that I, Julia A. Mayo, wife of Herbert A. Mayo as I am one of the heirs-at-law of Benjamin H. Crosby, late of Brookline county of Norfolk deceased, ~~in consideration of~~ I, Herbert A. Mayo the husband of said Julia A. Mayo, and I, ~~dollars paid by the~~ Julia A. Crosby, as I am the widow of said Benjamin H. Crosby, all of Brookline aforesaid, in consideration of eighteen hundred and seventy four 00/100 paid by the Metropolitan Railroad Company ~~a corporation established under the laws of the Commonwealth of Massachusetts~~ of Boston in the County of Suffolk, the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said

Metropolitan Railroad Company its successors and assigns forever one undivided fourth part, being the interest of the said Julia A. Mayo in a certain lot of land with the buildings thereon situated in said Brookline and bounded and described as follows viz;

northwestwardly by Walnut street sixty four feet, southwestwardly in land now or late of the heirs of Lemuel Foster one hundred and thirty seven feet, southeastwardly by land now or late of the heirs of Samuel Wind sixty four feet, and northeastwardly in the land now or late of the heirs of Aaron Whitney one hundred and thirty five feet or however otherwise bounded measured or described

Being the same premises conveyed to Benjamin H. Crosby by Orphan Eustis Francis in deed dated April 6th A.D. 1870 and recorded with Norfolk Deeds Lib 392 fol 62 The above described premises and estate in its entirety is subject to an existing mortgage to said Orphan Eustis Francis for the sum of thirty five hundred dollars and taxes assessed May 1 1875 which said mortgage, the debt thereby secured, and taxes the said Metropolitan Railroad Company by accepting this deed agrees to assume and pay as its own debt and save these grantors harmless and indemnified therefrom.

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to its and their use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us, except as aforesaid

and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under us, except as aforesaid, but against none other.

And for the consideration aforesaid I, the said Julia A. Crosby widow of said Benjamin H. Crosby deceased do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises. said dower being now vested in me by the decease of my said husband

In witness whereof we the said Julia A. Mayo and Herbert A. Mayo the husband of said Julia, and Julia A. Crosby widow of said Benjamin H. Crosby hereunto ~~hereto~~ set our hands and seals this twenty fifth day of May in the year one thousand eight hundred and seventy five

Signed and sealed in presence of &c

Julia A. Mayo (Seal)
Herbert A. Mayo (Seal)
Julia A. Crosby (Seal)

Commonwealth of Massachusetts. Norfolk ss. May 27th 1875 ~~188~~. Then personally appeared the above-named Julia A. Mayo Herbert A. Mayo and Julia A. Crosby and acknowledged the foregoing instrument to be their free act and deed before me —

J. M. F. Howard *Justice of the Peace.*

May 31 1875 ~~188~~, h m. M. Received and entered with Norfolk Deeds, libro 467 folio 115

Attest: J. H. Bundakin. *Register.*

467-116

Know all men by these presents, that whereas I, Julia A. Crosby of Brookline in the Commonwealth of Massachusetts as Guardian of Benjamin H. Crosby Ella C Crosby and William F. Crosby, minors and children of Benjamin Hambien Crosby late of Brookline, deceased by virtue of a license granted to me on the nineteenth day of May current; by the Probate Court for the County of Norfolk in said Commonwealth have sold the real estate of the said minors hereinafter described, at private sale, to the Metropolitan Railroad Company of Boston in the County of Suffolk for the sum of twenty six hundred and twenty five 40/100 dollars.

Now therefore in consideration of the said sum of twenty six hundred and twenty five 40/100 dollars to me paid by the said The Metropolitan Railroad Company the receipt whereof is hereby acknowledged, I do, as Guardian, as aforesaid and by virtue of the aforesaid license, hereby grant, bargain sell, and convey unto the said The Metropolitan Railroad Company, three undivided fourth parts, being the interest of said minors in a certain lot of land in said Brookline with the building thereon bounded and described as follows viz,

Northwestwardly by Walnut street sixty four feet southwestwardly by land now or late of the heirs of Lemuel Foster one hundred and thirty seven feet, southeastwardly by land now or late of the heirs of Samuel Ward sixty four feet and northeastwardly by the land now or late of the heirs of Aaron Whitney one hundred and thirty five feet, or however otherwise bounded measured and described.

Being the same premises conveyed to Benjamin H Crosby by Tappan Eustis Francis by deed dated April 6th A.D. 1870 and recorded with Norfolk Deeds Lib 392 fol 62. The above described premises and estate in its entirety is subject to an existing mortgage to said Tappan Eustis Francis for the sum of thirty five hundred dollars and taxes assessed May 1st A.D. 1875, and the dower of said Julia A. Crosby, widow of said Benjamin H. Crosby (deceased) therein, which said mortgage, the debt thereby secured, dower and taxes the said Metropolitan Railroad Company by accepting this deed agrees to assume and pay as its own debt and save these said minors harmless and indemnified therefrom.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said the Metropolitan Railroad Company and its successors and assigns, to its and their own use and behoof forever And I hereby covenant with the grantee and its successors and assigns that I am the duly appointed and legal guardian of the said minors; that the license aforesaid was granted by a court of competent jurisdiction; that I gave a bond to account for and dispose of the proceeds of said sale according to law which bond was approved by the Judge of said Probate Court, and that I have in all respects complied with the decree of said court authorizing said sale.

In witness whereof I hereto set my hand and seal this twenty fifth day of May in the year one thousand eight hundred and seventy five.

Signed sealed &c } Julia A. Crosby. Guardian (Seal)

Commonwealth of Massachusetts

Norfolk ss. May 27th 1875. Then personally appeared the above named Julia A. Crosby, Guardian and acknowledged the foregoing instrument to be her free act and deed, before me,

J. M. F. Howard Justice of the Peace

467-116

Know all men by these presents, that I, Julia A. Crosby, widow of Benjamin F. Crosby, late of Brookline in the County of Norfolk, of said Brookline in consideration of nine hundred and ninety five 95/100 dollars to me paid by the Metropolitan Railroad company of Boston in the County of Suffolk. ~~established under the laws of the Commonwealth of Massachusetts~~ ~~a corporation~~, the receipt whereof is hereby acknowledged, do hereby release remise, ~~release~~ and forever quitclaim unto the said Metropolitan Railroad Company its successors and assigns forever all my right of dower and homestead and all other rights in the premises described and conveyed in and by the foregoing deed given by me as guardian of Benjamin F., Lilla E., and William F. Crosby to said Metropolitan Railroad Company dated May 25 A.D. 1875. Said premises are the same described in the deed from Carlan Eustis Francis to said Benjamin Franklin Crosby dated April 6, 1870 recorded with Norfolk Deeds in Lib 392 fol. 62, to which reference for a description thereof reference is hereby made.

To have and to hold the ~~above~~ said released premises, with all the rights, easements privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company its successors ...and ....assigns, to its and their use and behoof forever.

~~And hereby, for and heirs, executors, and administrators covenant with the and assigns that the premises are free from all incumbrances made or suffered by~~

~~and that will and heirs, executors, and administrators shall warrant and defend the same to the and assigns forever against the lawful claims and demands of all persons claiming by, through or under but against none other~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof ~~the said~~ I hereunto have .... set my hand and seal this twenty fifth day of May in the year of our Lord eighteen ~~one thousand eight~~ hundred and seventy five

Signed and sealed in presence of to

Julia A. Crosby (Seal)

Commonwealth of Massachusetts. Norfolk ss. May 28 A.D. 1875 ~~188~~. Then personally appeared the above-named Julia A. Crosby and acknowledged the foregoing instrument to be her free act and deed before me —

J. M. F. Howard Justice of the Peace.

May 31 1875 ~~188~~, h. m. M. Received and entered with Norfolk Deeds, libro 467 folio 116

Attest: J. H. Bundakin Register.

467-179

Know all men by these presents, that we Samuel Clark and William Stearns both of Brookline in the County of Norfolk

in consideration of thirty seven hundred and sixteen and 90/100 dollars ($3716.90) to us ~~dollars~~ paid by the Metropolitan Railroad Company

.....a corporation

established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Rail Road Company all that parcel of land in said Brookline containing sixty seven hundred and fifty eight (6758) square feet being lots numbered fifteen and sixteen on a plan of the Kimball Estate in Brookline village made by Whitman and Breck surveyors dated June 2d 1873 recorded with Norfolk Deeds lib 441 fol 177 bounded and described as follows,

Beginning at a point on the northwesterly side of Morse Avenue at the corner of Juniper Street as shown on said plan thence running southwesterly by Juniper street one hundred and thirty four and 72/100 feet to lot numbered seventeen on said plan thence northwesterly on said lot seventeen fifty six and 56/100 feet to land now or late of Crosby thence turning and running northeasterly on land of said Crosby one hundred and thirty five and 30/100 feet to said Morse avenue, thence southeasterly by the contemplated line of said Morse avenue, forty three and 93/100 feet to the point of beginning or however otherwise bounded measured or described.

together with all the rights easements privileges and appurtenances to the granted premises belonging especially the right to use said Morse avenue and Juniper street for all purposes for which public streets are commonly used. Said premises are conveyed subject to the restriction that for a period of ten (10) years from June 2d 1873 no building shall be placed within five feet of said Juniper street and no old building shall be moved on any of said lots nor anything erected thereon objectionable to genteel residences, being a portion of the same land conveyed to us by Sylvester Kimball by deed dated June 2d 1873 and recorded with Norfolk Deeds lib 441 fol 171.

To have and to hold the granted premises, with all the ~~privileges and~~ appurtenances thereto belonging, to the said Metropolitan Rail Road Company and its assigns, to its and their use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the grantee and its assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid we Lucy A. Clark the wife of said Samuel and Annie R. Stearns the wife of said William do hereby release unto the grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof the said we the said Samuel Clark, William Stearns, Lucy A. Clark and Annie R. Stearns hereunto ~~hereto~~ set our hands and seals this thirty first day of May in the year ~~one thousand eight~~ eighteen hundred and seventy five.

Signed and sealed in presence of &c

Saml. Clark (Seal)
Lucy A. Clark (Seal)
William Stearns (Seal)
Annie R. Stearns (Seal)

Commonwealth of Massachusetts, Suffolk ss. June 4th 1875 ~~188~~. Then personally appeared the above-named Samuel Clark and acknowledged the foregoing instrument to be his free act and deed

before me —

W. A. Field *Justice of the Peace.*

June 4 1875 ~~188~~, h. m M. Received and entered with Norfolk Deeds, libro 467 folio 179

Attest: G. H. Burdakin *Register.*

532.508

Know all men by these presents, that we Samuel Clark and William Stearns both of Brookline in the County of Norfolk

in consideration of twenty four hundred dollars to us ~~dollars~~

paid by the Metropolitan Railroad Company

a corporation

established under the laws of the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns all that parcel of land in said Brookline containing six ty three hundred and seventy five (6375) square feet and being lot numbered seventeen (17) and part of lot numbered eighteen (18) on a plan of the Kimball estate in Brookline Village made by Hitchman and Brock surveyors dated May 1st 1873 recorded with Norfolk Deeds Lib 44 fol 179 bounded

easterly by Pumpkin street one hundred and three and 20/100 (103.20) feet southerly by the remaining portion of lot numbered eighteen (18) sixty six & 86/100 (66.86) feet westerly by land now or late of P. C. & Guild one hundred and three and 68/100 (103.68) feet and northerly by lot numbered sixteen (16) on said plan fifty six and 56/100 (56.56) feet or however otherwise bounded measured or described, and with all the rights, easements privileges and appurtenances to the same belonging.

Being part of the same premises conveyed to us by Sylvester Kimball by deed dated June 2d 1873 recorded with Norfolk Deeds Lib 44 fol 179. And this conveyance is made subject to the restrictions set forth in said deed.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantee and its assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except as aforesaid

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid we Lucy A. Clark the wife of said Samuel and Annie R. Stearns the wife of said William do hereby release unto the grantee and its assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Samuel Clark, Lucy A. Clark, William Stearns and Annie R. Stearns hereunto ~~hereto~~ set our hands and seals this 31st day of October in the year one thousand eight hundred and eighty one

Signed and sealed in presence of us

Saml. Clark (Seal)
William Stearns (Seal)
Annie R. Stearns (Seal)
Lucy A. Clark (Seal)

Commonwealth of Massachusetts, Suffolk ss. Nov 14 1881. Then personally appeared the above-named Samuel Clark and acknowledged the foregoing instrument to be his free act and deed before me —

Hamlin H. Harding Justice of the Peace.

Nov 15 1881, h m M. Received and entered with Norfolk Deeds, libro 532 folio 506.

Attest: J. H. Burdakin Register.

Brookline . . . . . Beacon St and B. and A. R. R.

Suffolk 1811. 610 H. M. Whitney et al Trustees to West End St. Ry. page 308

See plan Aspinwall & Lincoln Nov. 2 1887 recd herewith.

Albany, June 1.

Albany Office of Albany R. R.

Albany, 1811 Oct. 14 M. M. McGregory Esq. of Albany to McEntee & Co.

Gentlemen, Yours of the 1st Inst. Received & contents.

1811-610

308

Know all men by these presents, that we Henry M. Whitney of Brookline, Granville T. W. Braman of Cambridge and Henry D. Hyde of Boston and all in the Commonwealth of Massachusetts as we are Trustees of the West End Land Company under a Declaration of Trust dated Nov 6. 1886 and recorded with Suffolk Deeds Book 1752, page 361 and with Norfolk Deeds in Book 585 page 568 pursuant to and in execution of the powers reserved by us under said Declaration and of every other power us hereto enabling and in consideration of Twenty five thousand dollars to us ~~Dollars~~ paid by the The West End Street Railway Company ~~the undersigned~~ ~~established~~ ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant bargain sell and convey ~~remise, release and forever quitclaim~~ unto the said West End Street Railway Company and its successors and assigns forever, all that parcel of land situate in said Brookline, containing by estimation Seventy four thousand square feet of land and bounded and described as follows; Northerly by the new line of Beacon Street as laid out to the width of one hundred and sixty feet, about two hundred and forty nine feet; Easterly by of estate of Thomas Chamberlin about four hundred and twenty feet, Southerly by land of the Boston and Albany Railroad Company, Westerly by land of the City of Boston one hundred and sixty five 1/10 feet, Southerly by the same land twenty five 3/10 feet; and Westerly again by the same land about two hundred and sixty seven feet and being the thirty fourth parcel of land described in a deed from Elmer P. Howe to us dated November 6 1886 recorded with Suffolk Deeds Lib 1752 fol 382 and with Norfolk Deeds Lib 585 fol 539 and is shown on a plan by Aspinwall and Lincoln, dated November 2 1887 to be recorded herewith

To have and to hold the above ~~released~~ granted premises, ~~with all the privileges and appurtenances thereto belonging~~, to the said West End Street Railway Company and its successors and ——— assigns, to ——— their own use and behoof forever.

But this conveyance is made without any covenant or warranty, either expressed or implied or recourse in any event to be had to us or either of us, personally or in our own right, or to the heirs executors or administrators of us or either of us by reason of the execution hereof.

In witness whereof we the said Henry M. Whitney Granville T. W. Braman and Henry D. Hyde Trustees as aforesaid have ——— hereto set our hands and seals this Thirtieth day of November ~~in the year one thousand eight hundred and~~ A. D. 1887

Signed and sealed in presence of

Henry M. Whitney + a seal
Granville T. W. Braman + a seal } Trustees
Henry D. Hyde + a seal

Commonwealth of Massachusetts. Suffolk ss. Boston 30 November 1887. Then personally appeared the above-named Henry M. Whitney Granville T. W. Braman and Henry D. Hyde and acknowledged the foregoing instrument to be their free act and deed as Trustees as aforesaid before me —

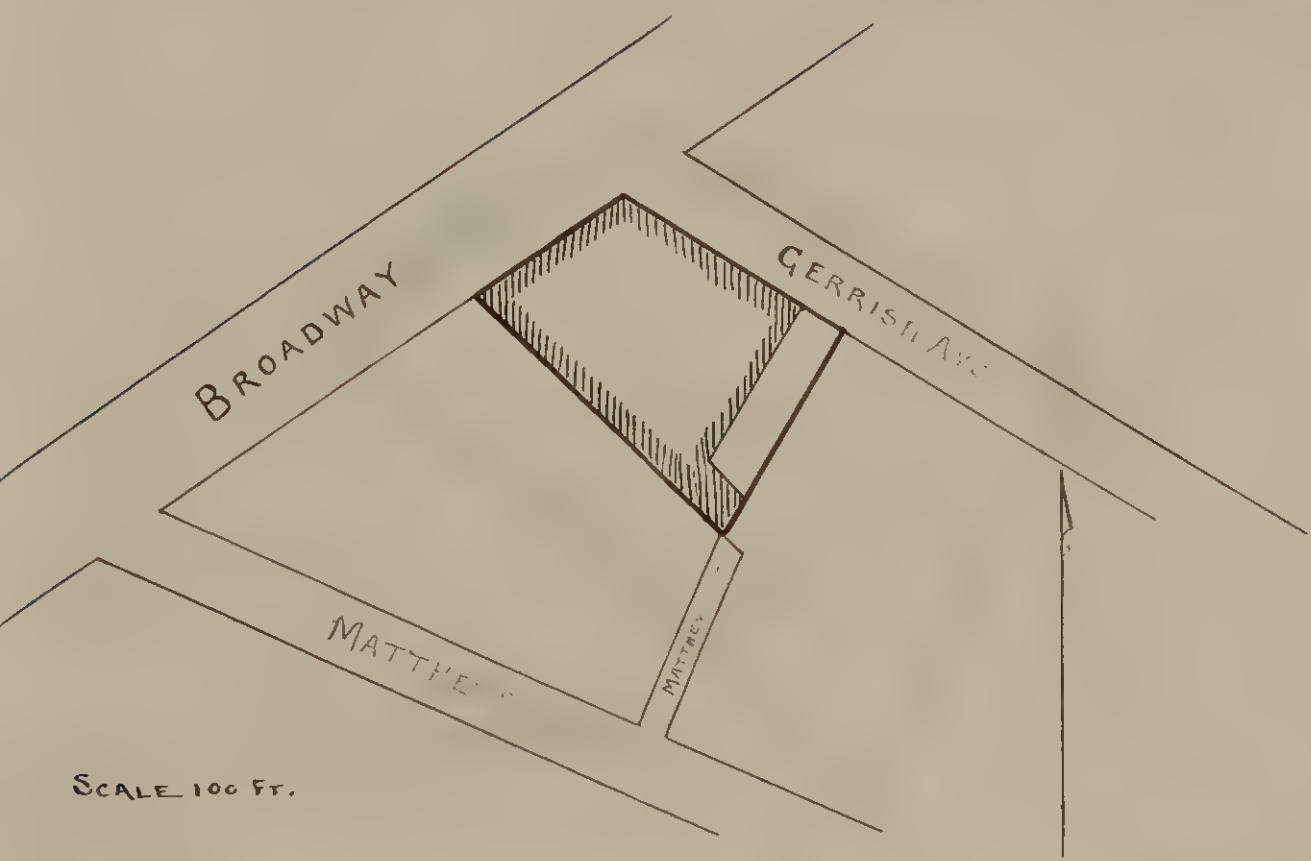
Prentiss Cummings Justice of the Peace.

March 6 1888, One h 24 m P. M. Received and entered with Suffolk Deeds, libro 1811 folio 610.

Attest: Thos. F. Temple Register.

Chelsea

Broadway and Gerrish Ave.



Chelsea: –
Broadway & Gerrish Ave.

1572. 529. Wm. A. Pratt to Metropolitan R. R. Co } A page 311
1572 530 Cary Improvement Co to Metropolitan R.R.C } 312
1653. 261 Margaret McNamara et al to Metropolitan Co B 313

See Plan, Recorded Suff. Plan Book 4, Plan #16. See Plan Book 74

1572-529

Know all men by these presents, that I, William A. Pratt of Boston, in the County of Suffolk and Commonwealth of Massachusetts, in consideration of Twenty Eight Hundred and Twenty Two and 40/100 dollars paid by the Metropolitan Railroad Company, a corporation ~~established~~ under the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Metropolitan Railroad Company its successors and assigns forever a certain parcel of land situated on the Southerly side of Broadway and South Westerly side of Gerrish Avenue in Chelsea in said County of Suffolk, bounded and described as follows viz.

Beginning at the corner of Broadway and Gerrish Avenue thence running South Easterly one hundred (100) feet by said Gerrish Avenue to land of John Broderick thence turning and running South Westerly by land of said Broderick one hundred twenty four and 14/100 (124.14) feet; thence running North Westerly by land of Henry A. Norris one hundred and forty four and 80/100 (144.80) feet to said Broadway, thence running North Easterly by said Broadway one hundred and two (102) feet to the point of beginning. containing thirteen thousand four hundred and forty (13440) square feet and being Lot one Gerrish Avenue on Assessors Plan of Cary Improvement Company's lands recorded with Suffolk Deeds Plan Book No 4 Plan No 16. to which reference is hereby made. And being the same premises conveyed to me by Robert M. Pratt by deed dated March 1 1880 and recorded with Suffolk Deeds Lib 1485 Fol 146 Reference is also hereby made to the deed of the Cary Improvement Company to True W. Townsend dated July 27 1871 recorded with Suffolk Deeds Lib 1064 Fol 48. Also to the confirmatory deed of said Company to this grantee to be recorded herewith.

To have and to hold the ~~granted~~ ~~above released~~ premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me

and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I, Anita P. Pratt wife of said William do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said William Pratt and Anita P. Pratt wife of said William Pratt hereunto ~~hereto~~ set our hands and seals this seventh day of September in the year one thousand eight hundred and eighty two

Signed and sealed in presence of &c

William Pratt (Seal)

Anita P. Pratt (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 7 1882. Then personally appeared the above-named William Pratt and acknowledged the foregoing instrument to be his free act and deed before me —

Arnold A. Rand Justice of the Peace.

September 22 1882, 11 h 40 m A M. Received and entered with Suffolk Deeds, libro 1572 folio 529.

Attest: Thos. F. Temple Register.

1572. 530

Know all Men by these Presents,

That the Cary Improvement Company, a Corporation duly established by law in Massachusetts, In consideration of One dollar paid by the Metropolitan Railroad Company a Corporation under the laws of said Commonwealth the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said Metropolitan Railroad Company its successors and assigns forever

a certain piece or parcel of land situated on the Southerly side of Broadway at South Westerly side of Gerrish Avenue in Chelsea in said County of Suffolk **bounded and described** as follows, viz.

Beginning at the corner of Broadway and Gerrish Avenue thence running South Easterly one hundred (100) feet by said Gerrish Avenue to land of John Broderick thence turning and running South Westerly by land of said Broderick one hundred twenty four and 14/100 (124.14) feet thence running North Westerly by land of Henry A. Norris one hundred forty four and eighty hundredths (144.80) feet to said Broadway thence running North Easterly by said Broadway one hundred and two (102) feet to the point of beginning, containing thirteen thousand four hundred and forty square feet and being **Lot 1 Gerrish Avenue on Assessors plan of Cary Improvement Company's land** recorded with Suffolk Deeds Plan Book No. 4 plan No. 16 to which reference is hereby made.

And being the same premises conveyed to me by Robert M. Pratt by deed dated March 1st 1880 and recorded with Suffolk Deeds Lib 1485 Fol 146 and the same premises conveyed by this grantor to True W. Townsend by deed dated July 27 1871 and recorded with said Suffolk Deeds Lib 1064 Fol 48.

The intention of these presents is to **ratify and confirm said last named deed** and to convey to said grantee all the right title interest and estate of this grantor Corporation acquired by the deed of H. H. Faxon to it dated August 28 1876 recorded as aforesaid Lib 1343 Fol 32 and by the deed of the City of Chelsea to it dated Sept 26 1876 and recorded as aforesaid Lib 1345 Fol 52 or however otherwise acquired -

To have and to hold the above granted premises with all the privileges and appurtenances to the same belonging to the said Metropolitan Railroad Company its successors and assigns to its and their use and behoof forever And the said Cary Improvement Company for themselves and their successors do covenant with the said Metropolitan Railroad Company and its successors and assigns that they are lawfully seized in fee simple of the aforegranted premises that they are free from all incumbrances that they have good right to sell and convey the same to the said Metropolitan Railroad Company its successors and assigns forever as aforesaid and that they will and their successors shall **warrant and defend** the same to the said Metropolitan Railroad Company its successors and assigns forever against the lawful claims and demands of all persons claiming through by or under said Cary Improvement Company.

In witness whereof the said Cary Improvement Company have caused this instrument to be signed by Charles H. Coffin their President and Countersigned by William Pratt their Treasurer and their common seal to be hereunto affixed this 22nd day of September in the year of our Lord eighteen hundred and eighty two -

Signed sealed &c { Chas H. Coffin - Pres. Cary Impt Co. (Corporate Seal)
{ William Pratt Treasurer

Commonwealth of Massachusetts.

Suffolk s.s. Sept 22 1882 Then personally appeared the within named Cary Improvement Company by William Pratt Treasurer and acknowledged the foregoing instrument to be their free act and deed before me,

Albert D. Basson, Justice of the Peace.

——At a special meeting of the Stockholders of the Cary Improvement Company held on the eighteenth day of September A. D 1882 and called for the purpose the foregoing deed having been read and considered the following vote was passed -

Voted, That the conveyance of the land described in the deed that has just been read by this Corporation to True W. Townsend by deed dated July 27 187' is hereby authorized approved ratified and confirmed - Voted, That the conveyance of the Land described in the deed that has just been read to the Metropolitan Railroad Company is hereby authorized and that Charles H. Coffin the President is hereby authorized to sign said deed and William Pratt the Treasurer is hereby authorized to countersign seal with the Corporate seal, acknowledge and deliver the same in the name and behalf of this Corporation. A. true copy. William Pratt Secretary ——

September 22 1882 at eleven o'clock and forty eight minutes A. M. Received Entered and Examined Attest Thos. F. Temple Reg

1653-261

Know all men by these presents, that we Margaret Mc Namara in her own right and Patrick Mc Namara her husband both of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Sixteen hundred and twenty and 87/100 dollars paid by the Metropolitan Railroad Company a corporation established under the laws of the said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Metropolitan Railroad Company its successors and assigns

a certain parcel of land situated in Chelsea in said County of Suffolk bounded and described as follows

Beginning at a point on the Southerly side of Gerrish Avenue and one hundred (100) feet Easterly from Broadway thence running South Easterly by Gerrish Avenue fifty (50) feet then turning at a right angle and running South Westerly one hundred and thirty five (135) and 2/10 feet then running North Westerly fifty one (51) and 23/100 feet then running North Easterly one hundred and twenty four (124) and 14/100 to the point of beginning or however otherwise said premises may be bounded or described.

Being the same premises conveyed to me by deed of Catherine Broderick dated March 31 1863 and recorded with Suffolk Deeds Lib 1592 fol 420.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Metropolitan Railroad Company and its successors and assigns, to their own use and behoof forever.

And we hereby, for ourselves and our heirs, executors, and administrators **covenant** with the grantee and its successors and assigns that said Margaret Mc Namara is lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except the taxes assessed May 1 1884 which the grantee assumes and agrees to pay

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

And for the consideration aforesaid we do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Margaret Mc Namara and Patrick Mc Namara hereunto set our hands and seals this thirtieth day of September in the year one thousand eight hundred and eighty four

Signed ~~and~~ sealed and delivered in presence of

E. O. Shepard to both
Joseph R. Carr to both

Margaret Mc Namara her X mark (Seal)
Patrick Mc Namara (Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 30 1884. Then personally appeared the above-named Margaret Mc Namara and acknowledged the foregoing instrument to be her free act and deed before me —

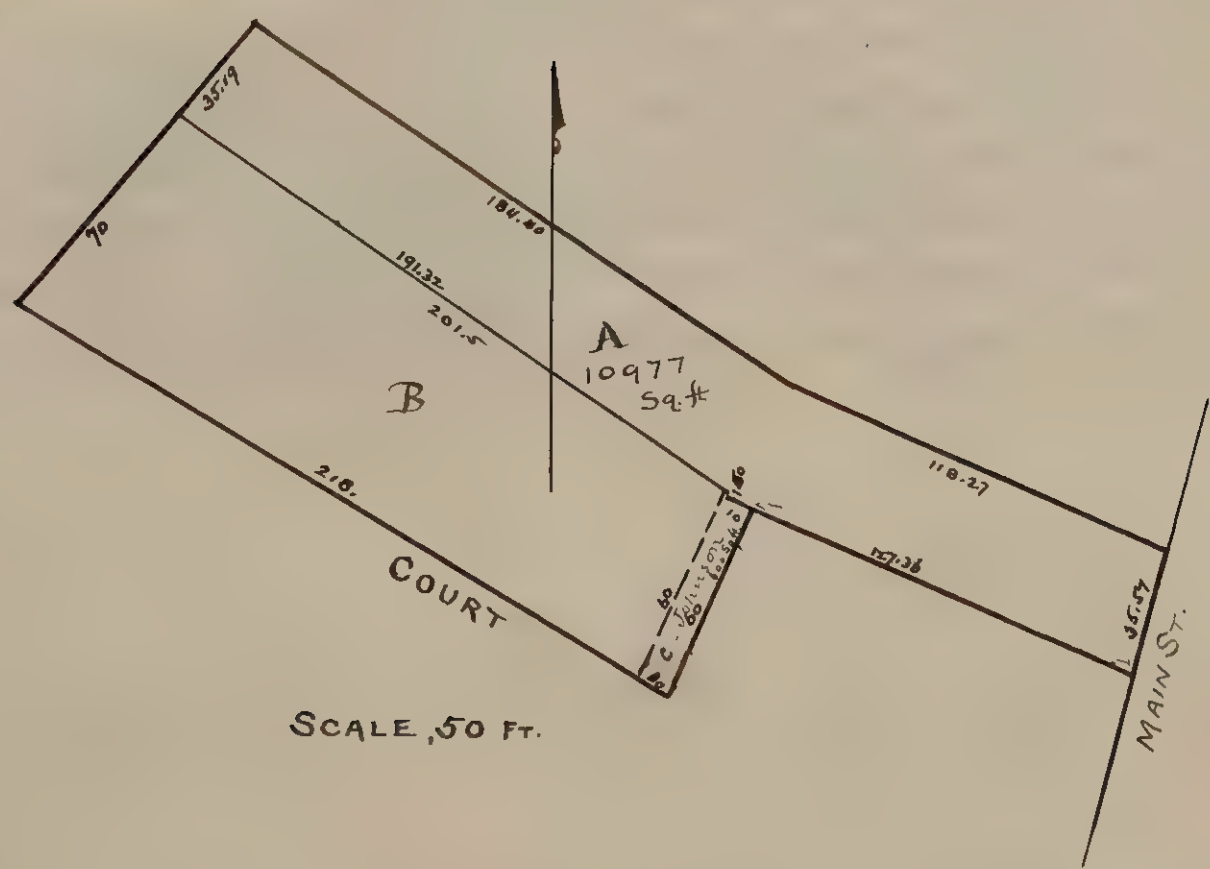
Edward O. Shepard. *Justice of the Peace.*

September 30 1884. h m .M. Received and entered with Suffolk Deeds, libro 1653 folio 261

Attest: Thos. F. Temple *Register.*

Medford:
Main St.

Sketch:-



M.L. 1686, 425 Mary E. Peasley et al to Middlesex R. R. Co. A . page 315
1686. 426 Walter Bates to Middlesex R. R. Co B .. 316
- 1852. 117 Boston Consol. St. R'way Co to Edw. A. Johnson C .. 317

A. H. C. Hayden 8.52 Journal E. Hayden at ds to Intermediate B. B. C. B.

1686-425

Know all men by these presents, that we Mary E. Peasley of Medford, County of Middlesex and Commonwealth of Massachusetts, and Orchard Peasley husband of said Mary E. Peasley in consideration of One thousand three hundred and seventeen 24/100 dollars paid by the Middlesex Railroad Company a corporation duly organized ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company, and its successors and assigns the following described piece or parcel of land situated in said Medford and bounded and described as follows, viz;

commencing at the southeasterly corner of the premises at a point on Main street by land now or formerly of Brown, thence north 67°.34' west by said land formerly of Brown 127.36 feet, to land of Walter Bates thence north 17°54' east 1.50 feet by said Bates land; thence north 56°18' west 101.32 feet by said Bates to land of John O Perry: thence north 39°40' east by said land of Perry 35.19 feet to other land of grantor; thence south 56°18 east by said land of grantor 184.40 feet, thence south 66°57' east by land of grantor 118.27 feet to Main street, thence south 12°45' west by said Main street 65.57 feet to the point of beginning.
containing 10977 square feet. This estate coming to my possession as one of the heirs of my father the late Jacob Butters.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and their successors and assigns, to their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors, and administrators **covenant** with the said grantees and successors and their assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances,

that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the said grantees and successors and their assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid

do hereby release unto the grantee and heirs and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Mary E. Peasley and Orchard Peasley husband of said Mary E. hereby giving my consent to the foregoing conveyance hereunto ~~hereto~~ set our hands and seals this fifth day of November in the year one thousand eight hundred and eighty four

Signed and sealed in presence of &c

Mary E. Peasley (Seal)
Orchard Peasley (Seal)

Commonwealth of Massachusetts. Middlesex ss. November 5 1884. Then personally appeared the above-named Mary E. Peasley and Orchard Peasley and acknowledged the foregoing instrument to be their free act and deed before me —

P. R. Litchfield. Justice of the Peace.

November 18 1884, h m. M. Received and entered with Middlesex Deeds, libro 1686 folio 425

Attest: Chas B. Stevens Register.

1686-426

Know all men by these presents, that I, Walter Bates of Medford County of Middlesex and Commonwealth of Massachusetts

in consideration of Two thousand dollars

paid by the Middlesex Railroad Company, a Corporation duly organized in said Commonwealth ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Railroad Company and their successors and assigns forever, a certain tract or parcel of land situated in said Medford, together with the buildings thereon, **bounded** and described as follows, viz;

beginning at the southeasterly corner thereof on a Court leading westerly from Main street thence running northerly by land now or late of Brown sixty feet, thence turning and running westerly by land of Peasley, two hundred one and a half feet to land of J. P. Perry, thence turning and running southerly by said land of said Perry seventy feet to said Court, thence turning and running easterly by said Court two hundred and eighteen feet to land of said Brown and point of beginning.

Together with a right of way for draining and repairing in said Court in favor of the land above described; being a part of the same land conveyed to me by Richard Tipson, by deed dated February ninth 1884, and recorded with Middlesex South District Deeds, libro 1657 folio 201

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and their ~~successors~~ and assigns, to their own use and behoof forever.

And I hereby, for myself and my heirs, executors, and administrators **covenant** with the grantees and their successors and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, and I hereby guarantee a full right of way for all purposes over the Court above mentioned

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and their successors and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid I, Mary E. Bates, wife of said Walter Bates do hereby release unto the said grantees and their successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Walter Bates and Mary E. Bates hereunto ~~hereto~~ set our hands and seals this eleventh day of November in the year one thousand eight hundred and eighty four

Signed and sealed in presence of &c

Walter Bates (Seal)

Mary E. Bates (Seal)

Commonwealth of Massachusetts. Middlesex ss. November 11 1884. Then personally appeared the above-named Walter Bates and acknowledged the foregoing instrument to be his free act and deed before me —

P. R. Litchfield Justice of the Peace.

November 18 1884, h. m. M. Received and entered with Middlesex Deeds, libro 1686 folio 426.

Attest: Chas B Stevens Register.

1852.117

Know all men by these presents, that the Boston Consolidated Street Railway Company, a corporation duly established by law in Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of One hundred dollars ($100.00) to it ~~dollars~~ paid by ~~the~~ Edward A Johnson of East Martha's Florida.

~~established under the laws of the Commonwealth of Massachusetts,~~ ~~a corporation~~ the receipt whereof is hereby acknowledged, ~~do hereby give, grant, bargain, sell and convey unto the said~~ doth hereby remise, release, and forever quitclaim unto the said Edward A. Johnson his heirs and assigns forever a certain piece or parcel of land situated on the Northerly side of a Court running westerly from Main St to the stables of said grantor in Medford in the County of Middlesex and Commonwealth aforesaid, and bounded and described as follows; To Wit

Southerly by said Court ten (10) feet; Easterly by land of said grantee formerly of Brown sixty (60) feet; Northerly by other land of said Grantor ten (10) feet, and Westerly by other land of said grantor by a line parallel with and distant ten (10) feet westerly from the easterly boundary line of the granted premises sixty (60) feet; containing six hundred (600) square feet more or less

Being a part of the same premises conveyed to the Middlesex Railroad Company by Martin Bate by deed dated Nov. 1880 and recorded with Middlesex South District Deeds Lib 1656. Fol 426. and as a part of the consideration of this conveyance the grantee at his own expense is to forthwith remove the fence now standing on the easterly boundary line of the granted premises from said easterly boundary line to the westerly boundary of the granted premises, and to re-whitewash said fence, and leave the same in as good condition as it now is

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Edward A. Johnson and his heirs and assigns, to their own use and behoof forever.

And the said grantor doth hereby, for itself and its ~~heirs, executors, and administrators~~ successors covenant with the said grantee and his heirs and assigns that ~~lawfully seized in fee simple of~~ the granted premises, ~~that they~~ are free from all incumbrances, made or suffered by it

~~that~~ ~~have good right to sell and convey the same as aforesaid~~; and that it will and its ~~heirs, executors, and administrators~~ successors shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under it, but against no other.

~~And for the consideration aforesaid~~ ~~do hereby release unto the grantee~~ ~~all right of or to both~~ dower ~~and~~ homestead ~~in the granted premises.~~

In witness whereof the said Boston Consolidated Street Railway Company hath caused its corporate seal to be hereto affixed and these presents to be executed and delivered in its name and behalf by Charles E. Powers its President hereunto duly authorized ~~hereto set hand and seal~~ this thirteenth day of September in the year one thousand eight hundred and eighty seven.

Signed and sealed in presence of

James Herring.

Boston Consolidated Street Railway Co, by Chas. E. Powers. President (Corporate Seal)

Commonwealth of Massachusetts. Suffolk ss. Boston Sept 13 1887. Then personally appeared the above-named Charles E. Powers, President and acknowledged the foregoing instrument to be the free act and deed of the Boston Consolidated Railway Company before me—

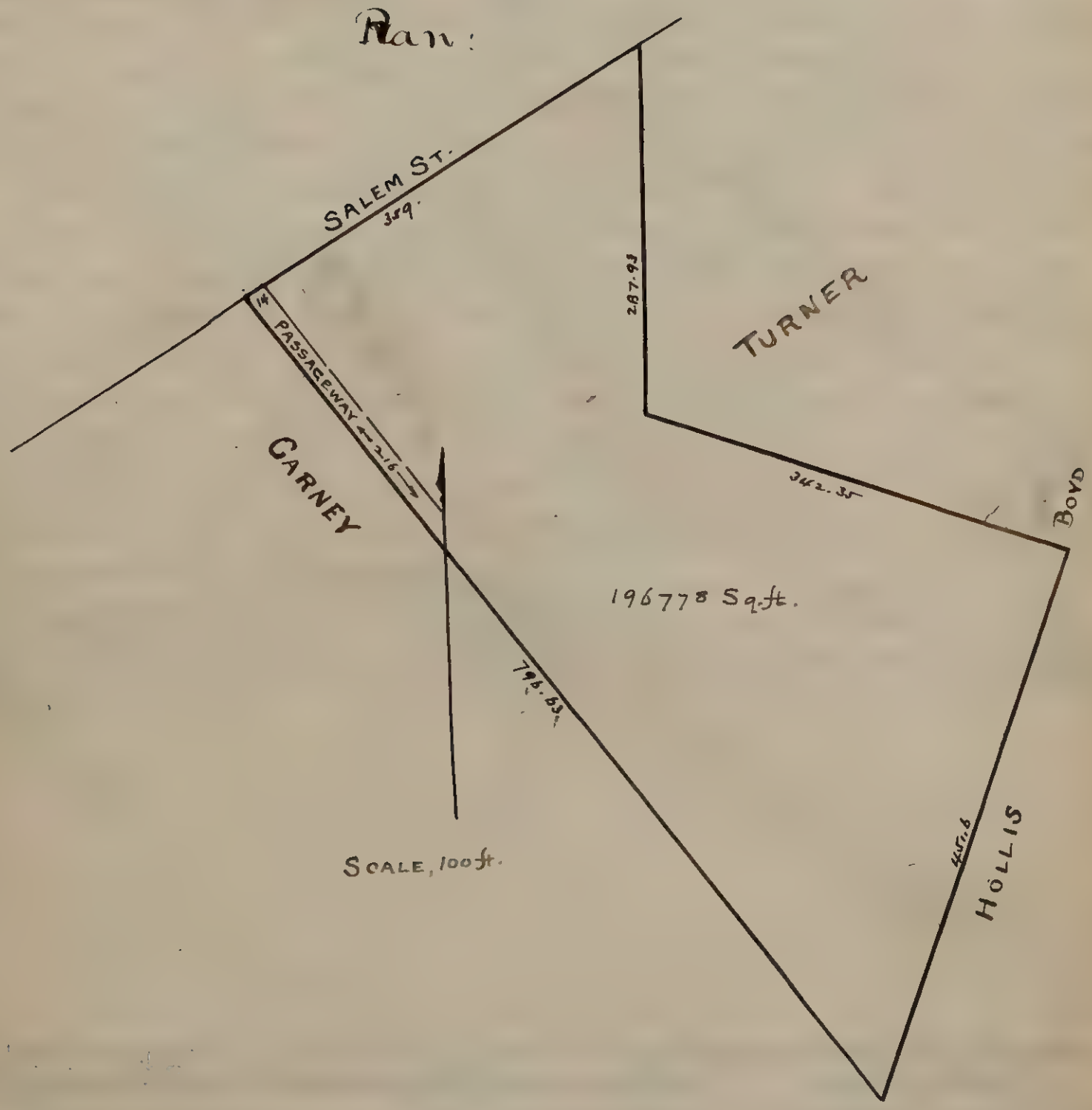
James Herring Justice of the Peace.

June 6 1888, h m M. Received and entered with Middlesex Deeds, libro 1852 folio 117

Attest: Chas. B. Stevens Register.

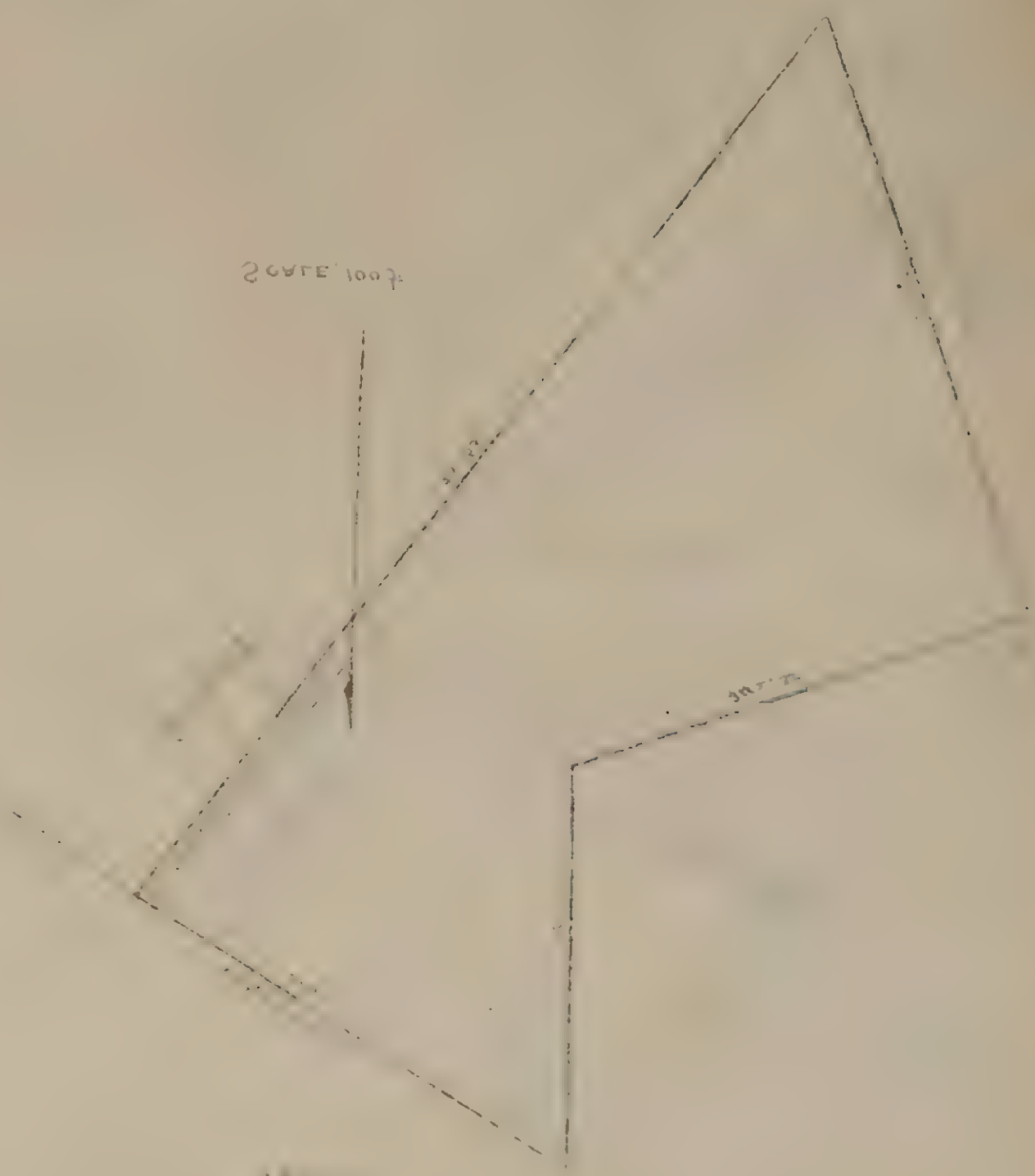
Medford:
Salem St.

Plan:



Med. 1812. 50. L. P True to Boston Consolidated St Rway Co page 314

Query as to rights of others in passage-way. Plan by A. F. Sargent surveyor Med Book 52, Plan 24
Plan Book page 78


SCALE 100 ft.

1812-50

Know all men by these presents, that I, Lewis P. True of Everett in the County of Middlesex and Commonwealth of Massachusetts

in consideration of Nine thousand seven hundred and sixty three and 90/100 dollars to me paid by the Boston Consolidated Street Railway Company a corporation duly established ~~under the laws~~ by ~~of the Commonwealth of Massachusetts~~ in Boston in the County of Suffolk and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do hereby ~~give, grant, bargain, sell and convey unto the said~~ remise, release and forever **quitclaim** unto the said Boston Consolidated Street Railway Company its successors and assigns forever a certain piece or parcel of land with the buildings thereon situated on the southeasterly side of Salem Street in Medford in said County of Middlesex and **bounded** and described as follows, to wit,

beginning at the westerly corner of the granted premises on the southwesterly side of a passage way about fourteen (14) feet wide and extending southeasterly from said Salem Street two hundred and sixteen (216) feet and at the division line between the granted premises and land of C. S. Carney and thence running southeasterly on the southwesterly line of said passage way and on land of said Carney seven hundred and ninety six and sixty three hundredths (796 63/100) feet to land of E. H. Hollis; then turning and running northerly on land of said Hollis four hundred and fifty one and six tenths (451 6/10) feet to land of E. C. Boyd then turning and running westerly on land of said Boyd and land now or late of Samuel Cutler three hundred and forty two and thirty five hundredths (342 35/100) feet to a corner, then turning and running northerly on land now or late of said Cutler two hundred and eighty seven and ninety three hundredths (287 93/100) ft. to said Salem Street, then turning and running southwesterly on said Salem Street three hundred and fifty nine feet (359) to the point of beginning on the southwesterly side of said passage way. Containing 197687 square feet.

See plan made by C. F. Sargent, Surveyor dated June 1887 and herewith to be recorded. This conveyance is made subject to all legally existing rights of way if any, in said passage way. (Being the same premises conveyed to me by John White and Sarah J. White his wife, in her right by deed of even date herewith, and herewith to be recorded.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Boston Consolidated Street Railway Co. ~~and~~ its successors and assigns, to their use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that ~~I am lawfully seized in fee simple of~~ the granted premises, ~~that they~~ are free from all incumbrances, made or suffered by me

~~that I have good right to sell and convey the same as aforesaid~~; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under me, but against none other.

And for the consideration aforesaid I Adeline True wife of said Lewis P. do hereby release unto the said grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises.

In witness whereof we the said Lewis P. True and Adeline True hereunto ~~hereto~~ set our hands and seals this eleventh day of August in the year one thousand eight hundred and eighty seven

Signed and sealed in presence of James Hewins to both signatures

Lewis True (Seal)

Adeline True (Seal)

Commonwealth of Massachusetts. Suffolk ss. August 11 1887. Then personally appeared the above-named Lewis P. True and acknowledged the foregoing instrument to be his free act and deed before me —

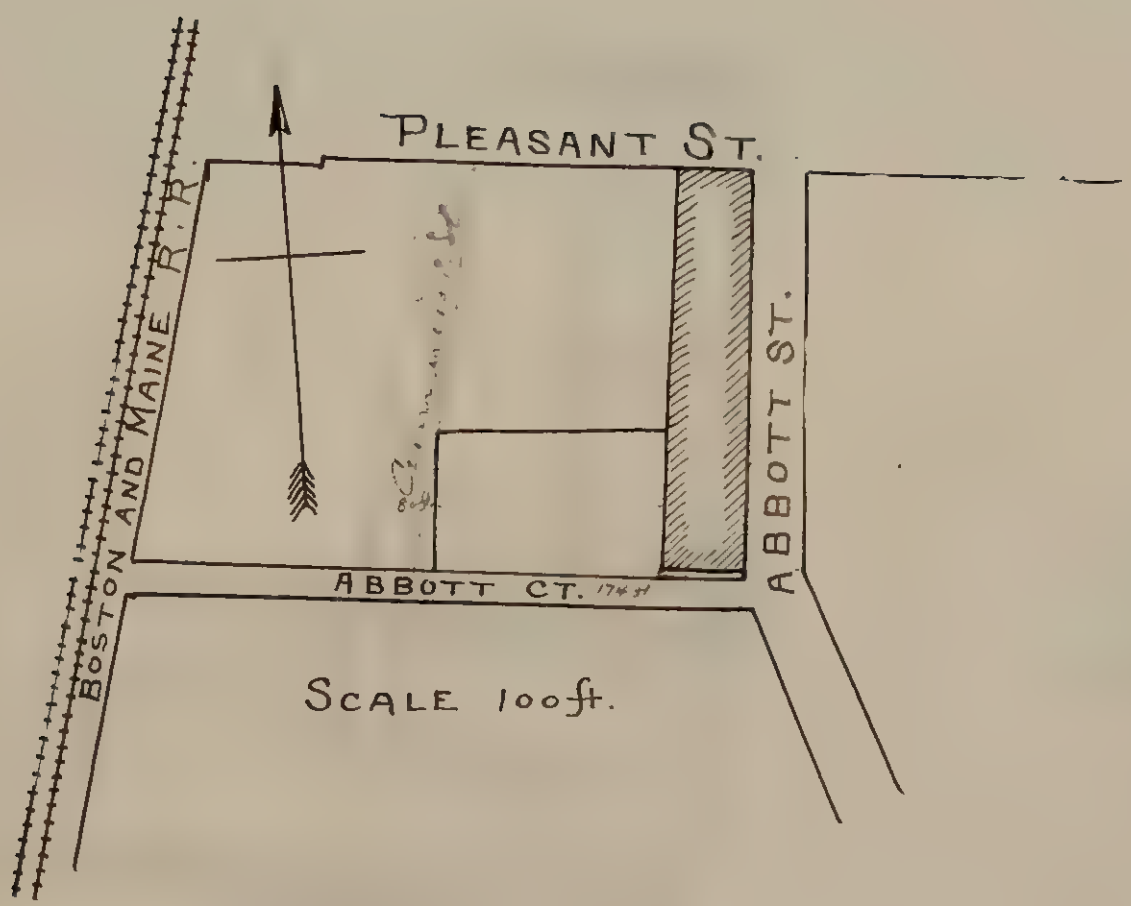
James Hewins Justice of the Peace.

Middlesex ss Aug 11 1887. h m M. Received and entered with Middlesex Deeds, libro 1812 folio 50

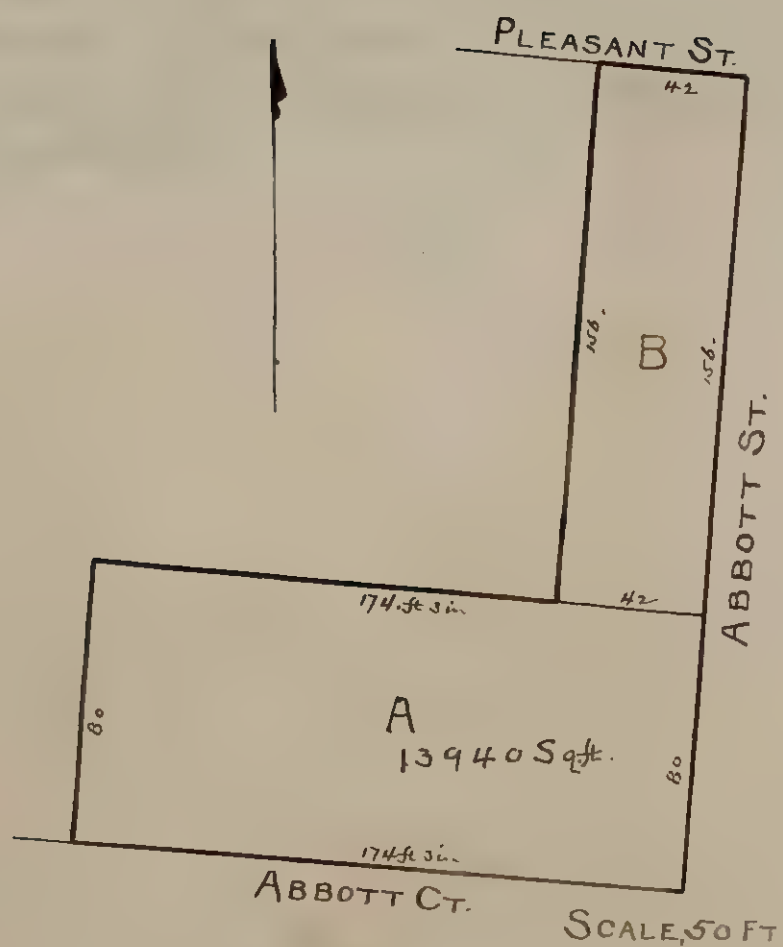
Attest: Chas. E. Stevens. Register.

Malden

Pheasant and Abbott Sts



Malden — Pleasant and Abbott Sts and Court.



Mid 805. 62. Uriah Chamberlin to Malden & Melrose R.R. Co. Lot A. page 322

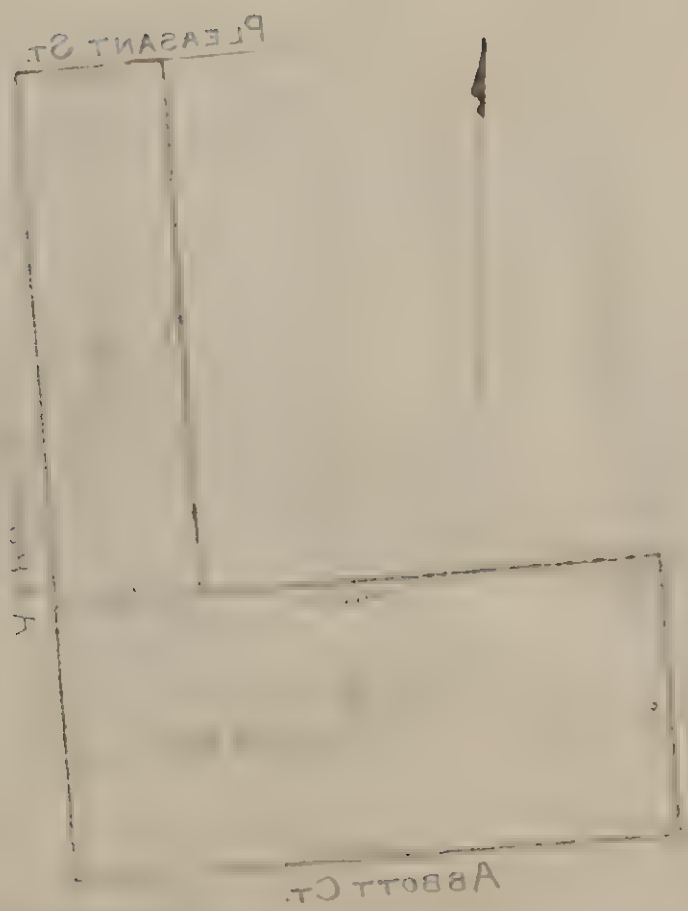
1299. 161. Edward Lawrence et al Tr. to Midd. R.R. Co " ~~319~~ 219

Being 2nd pcl described in said deed. " "

1299. 161. Edward Lawrence et al. Tr. to Midd. R.R. Co " " ~~319~~ 219

Being 4th parcel described in said deed " B.

871. 5 Malden & Melrose R.R. to Midd. R.R. " A & B. 323


PLEASANT ST.
ABBOTT CT.

805-62

322

Know all men by these presents, that I, Uriah Chamberlin of Malden in the County of Middlesex and Commonwealth of Massachusetts, in consideration of Three hundred and forty eight dollars 50/00 ~~dollars~~ paid by the Malden and Melrose Rail Road Company a corporation duly established ~~under~~ by the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Malden and Melrose Rail Road Company a certain piece or parcel of land situated in said Malden and bounded

Beginning at the northeast corner of said land by land of said Company, thence running southerly by other land of said Chamberlin and on a line with the eastern line of said Company's land eighty feet, thence westerly one hundred and seventy four feet, and three inches to land of Andrew Lynt, thence northerly by land of said Lynt eighty feet to land of Samuel Cox and Sons thence easterly by land of said Cox and Sons and land of said Company one hundred and seventy four feet and three inches to the point of beginning. Containing Thirteen thousand nine hundred & forty (13940) square feet

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Malden and Melrose Rail Road Company their successors and assigns, to their use and behoof forever.

And the said grantor ~~hereby~~, for myself and my heirs, executors, and administrators do **covenant** with the said grantees and their successors and assigns that I am lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, that they are not part of & in no way connected with my homestead to the said grantees & their successors & assigns forever

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the grantee and assigns forever against the lawful claims and demands of all persons

~~And for the consideration aforesaid~~

~~do hereby release unto the grantee~~ ~~all right of or to both~~ **dower** ~~and~~ **homestead** ~~in the granted premises.~~

In witness whereof I the said Uriah Chamberlin and Louisa my wife in token of her release of all right and title of or to dower in the granted premises have hereunto ~~hereto~~ set our hands and seals this twelfth day of August in the year one thousand eight hundred and fifty eight.

Signed ~~and~~ sealed & delivered in presence of

A. F. Sargent to the man
Louisa M. Chamberlin to the woman

Uriah Chamberlin (Seal)
Louisa Chamberlin (Seal)

Commonwealth of Massachusetts. Middlesex ss. August 13th 1858. Then personally appeared the ~~above~~ within-named Uriah Chamberlin and acknowledged the foregoing instrument to be his free act and deed before me — In testimony whereof I have hereunto set my hand and notarial seal

(Notarial Seal) Albert F. Sargent Notary Public ~~Justice of the Peace~~

Sept 28 — 1858. h m M. Received and entered with Middlesex Deeds, libro. 805 folio 62.

Attest: Caleb Hayden Register.

871-5

Know all men by these presents, that the Malden and Melrose Rail Road Company a corporation established by the laws of the Commonwealth of Massachusetts and ~~in consideration of~~ having its place of business in Boston in the County of Suffolk in consideration of One dollar to it paid by the Middlesex Rail Road Company a corporation duly established by the laws of ~~under~~ said State and having its usual place of business in Boston ~~the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby grant remise, release and forever quitclaim unto the said Middlesex Railroad Company the following pieces and parcels of land situate in Charlestown in the County of Middlesex and Commonwealth aforesaid, with the buildings thereon, that is to say, one lot of land situate on Bunker Hill street in said Charlestown conveyed to said Malden and Melrose Rail Road Company by Nathan Tufts Jr by deed dated June 1st 1858 and recorded in the Middlesex Registry of Deeds South District Lib 791 Fol 198.

Also another lot of land situate in Malden in said County on Pleasant street conveyed to said Company by Uriah Chamberlin by deed dated June 1st A D. 1858 and recorded in said Registry Lib 796 Fol 319

Also another lot of land situated in said Malden conveyed to said Company by said Chamberlin by deed dated August 12th 1858 and recorded in said Registry Lib 805 Fol 62, together with the buildings on said lots severally standing and the privileges and appurtenances thereunto belonging, and reference is made to the several deeds above named for more full and particular description of said premises.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Rail Road Company and its successors and assigns, to its and their use and behoof forever.

And the said Malden and Melrose Railroad Company ~~hereby, for and heirs, executors, and administrators~~ covenants with the said Middlesex Railroad Company and its assigns that the premises are free from all incumbrances made or suffered by said grantee save and except a mortgage to Peter Hubbell and others, Trustees

and that it will and ~~heirs, executors, and administrators~~ shall warrant and defend the same to the said Middlesex Rail Road Company and its assigns forever against the lawful claims and demands of all persons claiming by, through or under said Malden and Melrose Rail Road Company save as aforesaid ~~but against none other.~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof the said Malden and Melrose Railroad Company hath hereto by its President duly authorized thereunto set its name and seal

hereto set hand and seal this 31st day of March in the year ~~one thousand eight~~ of our Lord eighteen hundred and sixty two

Signed and sealed in presence of

The Malden & Melrose Rail Road Company (L. S.)
by Wm. J. Eames, President

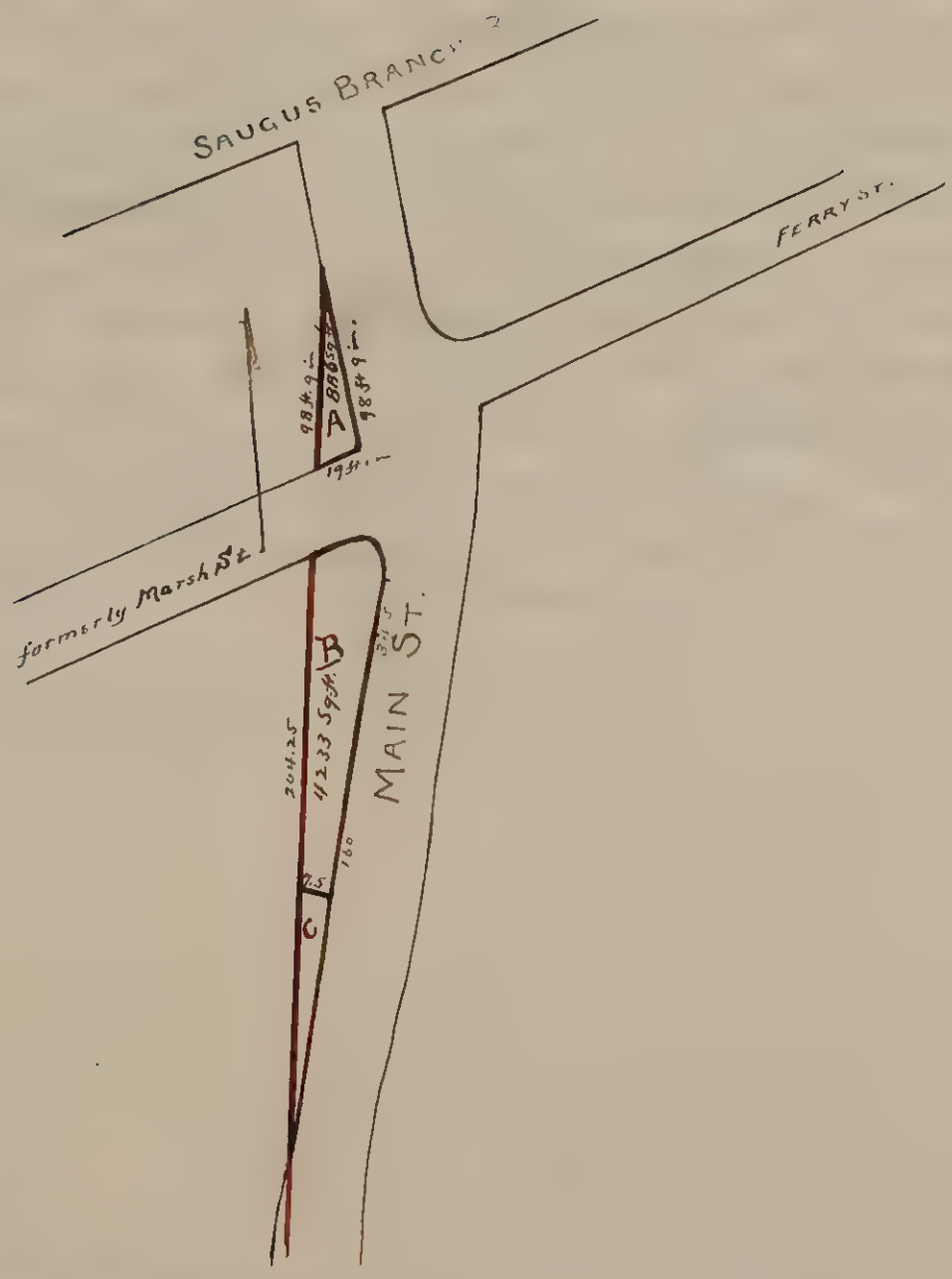
Commonwealth of Massachusetts. Suffolk ss. April 26th 1862. Then personally appeared the above-named William J. Eames President of the Malden & Melrose Rail Road Company, signer of the foregoing deed and acknowledged the foregoing instrument to be the free act and deed of said Company before me —

O. P. C. Billings Justice of the Peace.

April 26 188 , h m. M. Received and entered with Middlesex Deeds, libro 871 follo 5.

Attest: Caleb Hayden. Register.

Malden *Main St. cor of Marsh St.*



Midd. 808.77 Samuel Shute to Malden & Melrose R.R. Co. — page 325
1299.161 R. E. Demmon et al to Mid. R.R Co. — A
Being 3rd pcl. described in said deed. Subject to conditions. — page 319

804.542 John N. Bailey to Malden & Melrose R.R. Co. — page 326
1299.161 R. E. Demmon et al to Mid. R.R. Co. — B.
Being 5th parcel described in said deed
805.62 James D. Green to Midd. R.R. Co. — C page 327

Note. The areas of the three parcels conveyed by the above to the company appear according to the present atlas of the City of Malden to form part of the soil of Main St. The present western line of Main St. (marked red on the plan) coincides with the western boundaries of these parcels.

808-77

Know all men by these presents, that Samuel Shute of Malden in the County of Middlesex and Commonwealth of Massachusetts,

in consideration of eighty eight dollars and 60/100 ~~dollars~~

paid by ~~the~~ Malden and Melrose Horse Railroad Company

a corporation duly established ~~under~~ by the laws of ~~the~~ said Commonwealth ~~of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Horse Railroad Company a certain piece of land situate in Malden Centre and bounded

beging at a point nineteen feet one inch easterly of the wall on said Shutes land thence westerly by Marsh street nineteen feet one inch to other land of said Shute thence northerly by land of said Shute as the wall now stands ninety eight feet nine inches to land of Artemus Cutler thence easterly four inches to Allain Street thence Southerly by said Allam street about ninety eight feet nine inches to the point of beginning, containing about eighte hundred eighty six square feet and it is **conditional** that no building or other structure shall ever be erected to prevent the said Shute his heirs or assigns having free and unobstructed access to his land lying west of the premises herein granted, and it is the true meaning and intent of the restrictions here in made that no building, fence or other structure shall ever be erected by said grantee or his representatives on any part of the ninety eight feet running from Marsh street to land of Cutter and it is **further conditioned** that eight feet in width west of the westerly line of the Horse Rail Road as now laid and between said west line of said Horse Rail Road and the wall as it now stands shall forever be kept free and unincumbered for a side walk from Marsh street to Cutters land.

To have and to hold the above granted premises, with all the privileges and appurtenances ~~thereto~~ the same belonging, to the said Horse Rail Road Company his heirs and assigns, to their use and behoof forever.

And ~~I~~ the said ~~hereby~~ grantor, for myself and my heirs, executors, and administrators do covenant with the said grantee and his heirs and assigns that ~~I am~~ lawfully seized in fee-simple of the above granted premises, that they are free from all incumbrances, except as conditioned above

that ~~I~~ have good right to sell and convey the same to the said grantee and his heirs and assigns forever as aforesaid; and that ~~I~~ will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as above written.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both **dower** and **homestead** in the granted premises.~~

In witness whereof ~~I~~ the said Samuel Shute and Mariamne B. wife of said grantor who for the consideration aforesaid and one dollar to her paid by said grantee, the receipt whereof is hereby acknowledged have hereto set our hands and seals this fourteenth day of December in the year of our Lord eighteen ~~one thousand eight~~ hundred and fifty eight. [See other side of this sheet]

Signed ~~and~~ and delivered sealed in presence of

B. G. Hill to the main

Samuel Shute (Seal)

Mariamne B. Shute (Seal)

Commonwealth of Massachusetts. Middlesex ss. Decr. 14th 1858. Then personally appeared the ~~above~~ within named Samuel Shute and acknowledged the foregoing instrument to be his free act and deed before me —

B. G. Hill Justice of the Peace.

Jan 5 1859, h m M. Received and entered with Middlesex Deeds, libro 808 folio 77

Attest: Caleb Hewins Register.

[Continued fr other side of this sheet]

do hereby release to said grantee his heirs and assigns forever all right of or to a homestead in or out of said real estate and also in token of her release of all right and title of or to dower in the granted premises

804-542

Know all men by these presents, that we John N. Bailey of Medford in the County of Middlesex and the Commonwealth of Massachusetts, legal owner of the real estate herein described ~~in consideration of~~ and George T. Bailey of Malden in said County in fee of a portion of the same, ~~dollars paid by the~~ in consideration of the sum of one dollar to us paid by the Malden and Melrose Horse Railroad Company ..... a corporation duly established ~~under~~ by the laws of ~~the~~ Commonwealth ~~of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Corporation all our right title and interest in and to the following described premises, To Wit, a certain piece of land situated in Malden Centre in said Commonwealth and bounded,

beginning at a point on the South side of Marsh Street, two feet west of the western rail of the Malden & Melrose Horse Railroad as it is now laid, thence southerly at a distance of two feet from said western rail two hundred four and one quarter feet to land of Ezra Green, thence South 71 3/4° East seven and a half feet to Main Street, thence north 13 1/4° East one hundred and sixty feet to a point, thence north 6 3/4° East thirty four and a half feet to a point, thence in a circular direction to the point of beginning, Four thousand two hundred and thirty three square feet

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Malden and Melrose Horse Railroad Company ~~and~~ their heirs and assigns, to their use and behoof forever.

And we the said ~~hereby for~~ John N. and George T. Bailey ~~and~~ for ourselves and our heirs, executors, and administrators do covenant with the said Company ~~and~~ their heirs and assigns that the premises are free from all incumbrances made or suffered by us, excepting a certain mortgage given by one of us, George T., to the other George T. Bailey for the security of a note of hand for the amount of thirty three hundred dollars and dated February 5th 1855 [See other side of this sheet]

and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said ~~and~~ Company their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee ..... all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said John N. & George T. Bailey have hereunto ~~hereto~~ set our hands and seals this thirteenth day of October in the year of our Lord eighteen hundred and fifty eight ~~one thousand eight hundred and~~

Signed and sealed in presence of

John Sparrell

John N. Bailey (Seal)

George T. Bailey (Seal)

Commonwealth of Massachusetts. Middlesex ss. October 13 1858. Then personally appeared the above-named John N. & George T. Bailey and acknowledged the ~~foregoing~~ above instrument to be their free act and deed before me —

John Sparrell Justice of the Peace.

November 13 1858, h m M. Received and entered with Middlesex Deeds, libro 804 folio 542.

Attest: Caleb Hayden Register.

[continued fr other side of this sheet]
and also another mortgage given by the said John N to Abagail N. Bailey for the security of a note of hand for the amt of twelve hundred dollars and dated July 1st 1855, and also another mortgage given by the said John N to said Abagail N. Bailey for the security of a note of hand for the amt of nine hundred dollars and dated March 4 1856 all duly recorded

Whereas, I, James D. Green of Cambridge in the County of Middlesex and Commonwealth of Massachusetts have agreed to grant, to the Malden & Melrose Railroad Company a right of way over a strip of land in Malden in said County, said strip being the front part of lots numbered two (2) and four (4) on a plan of building lots in Malden Centre belonging to the estate of the late Bernard Green drawn by John Sargent and recorded with the Middlesex Deeds in the South District.

Now therefore I the said James D. Green as Trustee in pursuance of said agreement and its consideration of Fifty eight dollars and fifty nine cents to me paid by the said Company do hereby give grant sell & convey to said Company a right of way for all purposes for which said Company is chartered & for all purposes necessary and incident there to over the front part of said lots as the track of said Company is now laid.

And I the said James D. Green for myself my heirs executors administrators do covenant with the said Company that I am lawfully seized in fee of the above premises that I have good right to make the above grant & that I will and my heirs executors and administrators shall warrant and defend the same against the lawful claims of all persons.

In witness whereof I the said James D. Green have hereunto set my hand and seal this eleventh day of August A. D. Eighteen hundred and fifty eight.

James D. Green (Seal)

Signed sealed and delivered in presence of
the word "as trustee" being interlined.
N. S. J. Green.

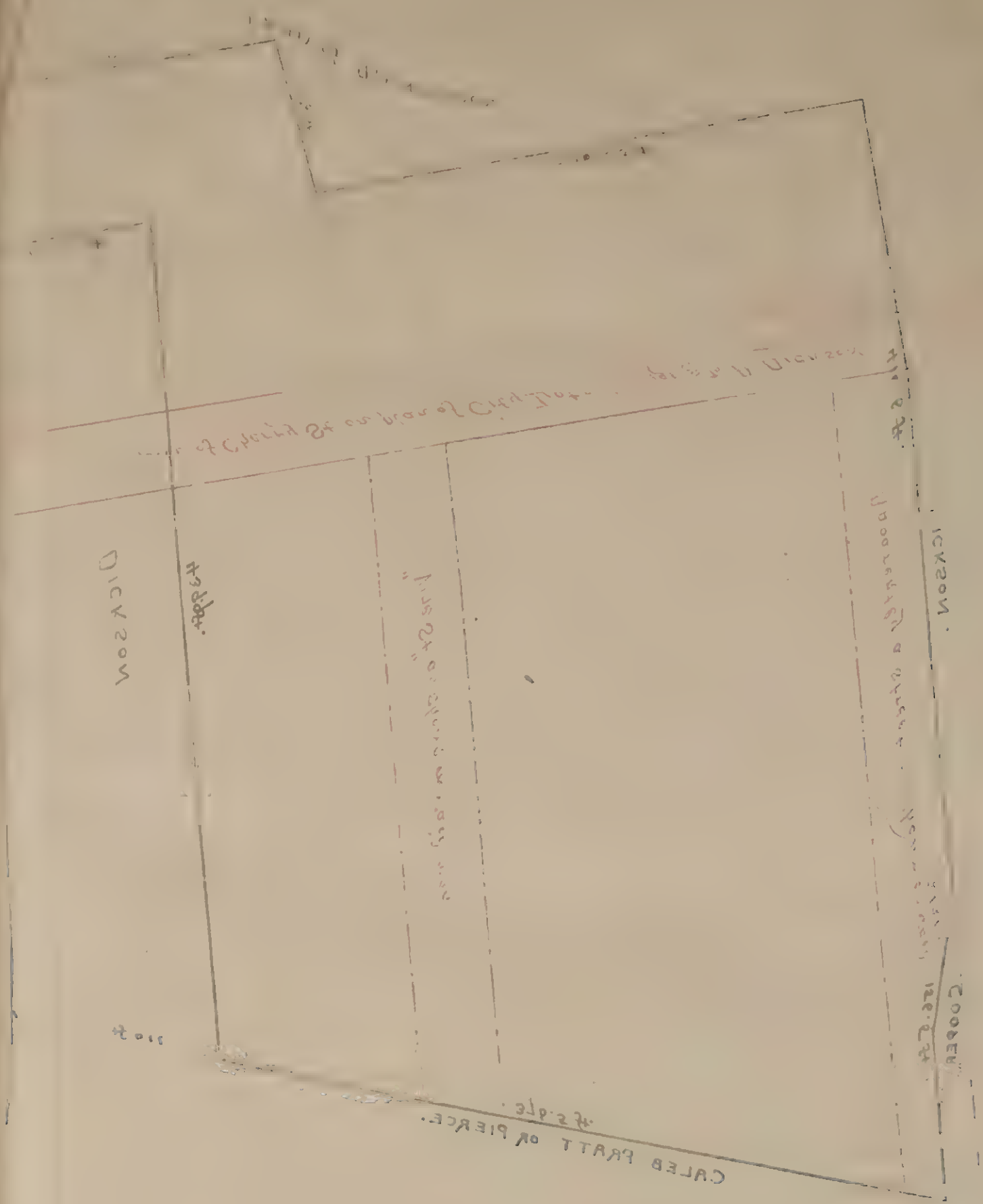
Suffolk ss. Then personally appeared the above named James D. Green & acknowledged the above instrument by him subscribed to be his free act and deed, before me,

N. S. J. Green Just. of Peace.

Middlesex ss. Sept 28 1858 Recd & Recorded by
Caleb Hayden Reg

Everitt

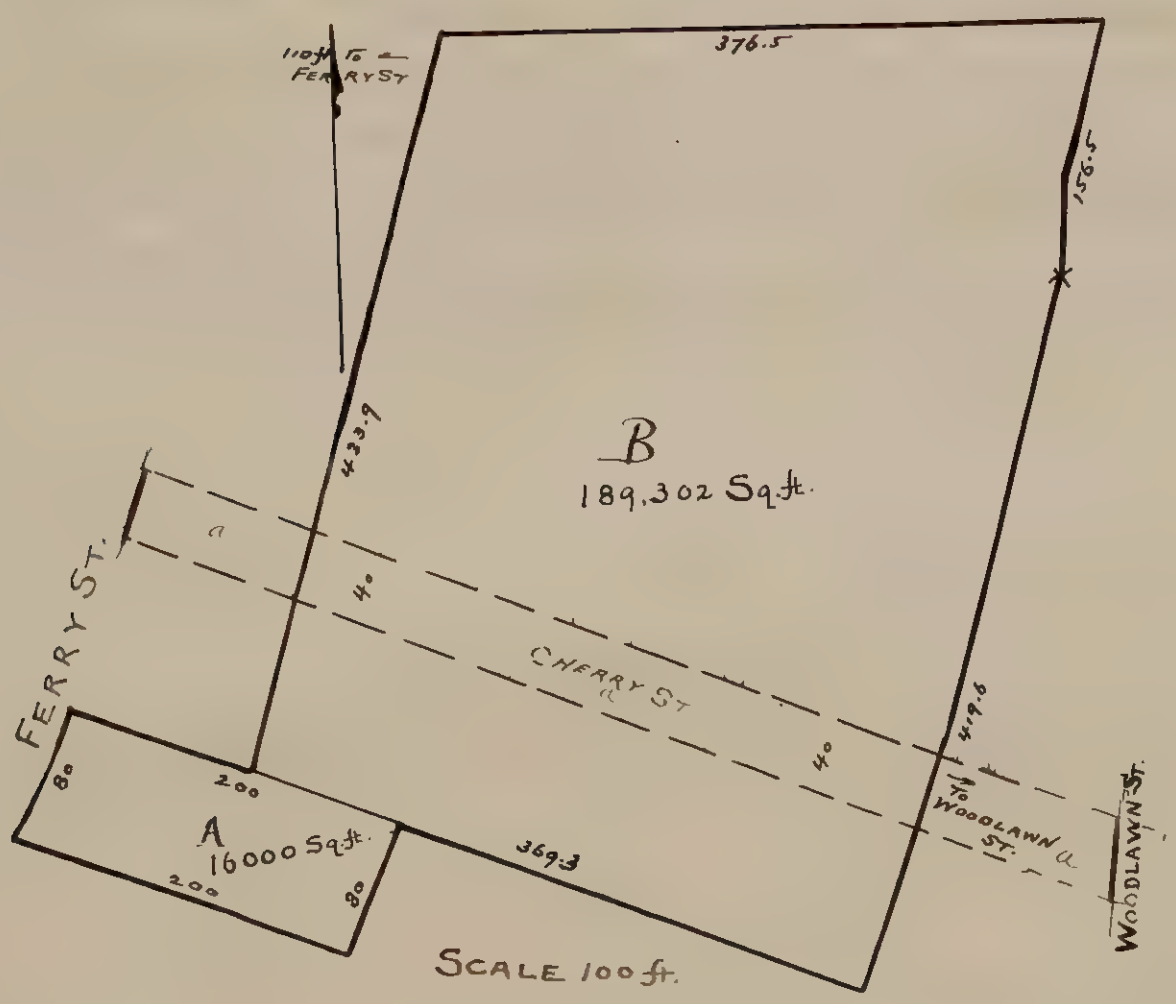

CALEB PRATT OR PIERCE.
376.5 ft.
110 ft
156.5 ft
COOPER.
"Vine St" as shown on said plan.
Apparently a street as shown on said plan.
DICKSON.
DICKSON.
439 ft.
449.6 ft.
Side of Cherry St on plan of City Lots belonging to A. Dickson Recorded Mdsex S.D. Deds. Bk of Plans 30 No 11.
111.25 ft.
280.55 ft.
80 ft.
200 ft.
LAND of A.D. NICHOLS.
SCALE 60 ft.
WOODLAWN STREET.


NORTH
CALEB PRATT on PIERCE.
Scale.
NORTH

Everett :-

Ferry St.

Sketch :-



Mid 1676. 255 Andrew D. Nichols to Middlesex R.R. Co A page 330

1758. 533 Aug.s Dickson et al to Middlesex R.R. Co B " 331

- with rights of way to Ferry and Woodlawn Sts. according to plan surveyed for Aug.s Dickson

Mid Plan 30. page 17. See Plan Book page 80.

1758. 535 Aug.s Dickson et al to Middlesex R.R. Co " 332

all rights in Cherry St. a a a.

Query whether there are rights of way over B not only in Cherry St. but also in other streets laid out according to above plan over this lot.

S.

TAX. VAL. 1890 - $15,500.

1676-255

Know all men by these presents, that I, Andrew D. Nichols of Everett in the County of Middlesex and Commonwealth of Massachusetts

in consideration of Four hundred and eighty dollars to me ~~dollars~~ paid by the Middlesex Railroad Company, a corporation duly authorized by law having its place of business in Boston in the County of Suffolk and said Commonwealth ~~a corporation established under the laws of the Commonwealth of Massachusetts,~~ the receipt whereof is hereby acknowledged, do hereby

remise, release and forever quitclaim unto the said Middlesex Railroad Company its successors and assigns forever a certain lot or parcel of land situated in said Everett and bounded and described as follows, to wit;

Beginning at a point on the southeasterly side of Ferry street at the corner of land of one Dickson, and thence by land of said Dickson easterly two hundred feet to land of said grantor, thence turning and running southerly on land of grantor eighty feet; thence turning and running westerly on other land of grantor by a line parallel with said first named boundary two hundred feet to Ferry street; and thence by said Ferry street northerly eighty feet to the point of beginning

and containing 16000 square feet of land more or less: said premises being a part of the homestead of the grantors father the late John Nichols

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and its successors and assigns, to their their use and behoof forever.

And I do hereby, for myself and my heirs, executors, and administrators **covenant** with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by me, except the taxes for the year 1884.

and that I will and my heirs, executors, and administrators shall **warrant and defend** the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof I the said Andrew D. Nichols (having no wife) hereunto ~~hereto~~ set my hand and seal this 21st day of June in the year one thousand eight hundred and eighty four

Signed and sealed in presence of

Andrew D. Nichols (Seal)

Commonwealth of Massachusetts. Middlesex ss. June 23 1884. Then personally appeared the above-named Andrew D. Nichols and acknowledged the foregoing instrument to be his free act and deed before me —

George E. Smith Justice of the Peace.

August 9 1884, h m M. Received and entered with Middlesex Deeds, libro 1676 folio 255.

Attest: Chas B. Stevens Register.

Know all men by these presents, that we Augustus Dickson and Eliza B. Dickson wife, the said Augustus in her right, both of Malden in the County of Middlesex and ~~in consideration of~~ Commonwealth of Massachusetts in consideration of two thousand three hundred and seventy five dollars paid by the **Middlesex Rail Road Company** having its usual place of business in Boston in the County of Suffolk and Commonwealth aforesaid ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Middlesex Rail Road Company its successors and assigns all that lot of land situated in **Everett** in the County of Middlesex aforesaid **bounded** and described as follows, viz:

Beginning at a point in the dividing line between the land hereby conveyed, and land of Caleb Pratt one hundred and ten feet easterly from Ferry street, thence along said dividing line, three hundred seventy six and 5/10 feet, thence southerly by an irregular line one hundred fifty six and 5/10 feet, thence a little more westerly four hundred nineteen and 6/10 feet, to land now or late of A. D. Nichols, thence Westerly by said land of said Nichols three hundred sixty nine and 3/10 feet, thence Northerly four hundred thirty three and 9/10 feet to the point begun at.

Containing one hundred and eighty nine thousand three hundred and two square feet of land more or less, and a part of the same premises conveyed to said Eliza B Dickson by Samuel A. Smith by deed dated Nov 26 187[illegible] recorded with Middlesex So Dist. Deeds. Book 1458 Page 444. With a right of way to pass and repass to said premises from Ferry street and Woodlawn Street, each of forty feet in width as shown on a "Plan of City lots between Ferry and Woodlawn streets in Everett surveyed for Augustus Dickson Scale 60 feet to an inch."

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Rail Road Company and its successors and assigns, to their own use and behoof forever.

And we hereby, for ourselves and our heirs, executors, and administrators **covenant** with the grantee and its successors and assigns that said Eliza B is lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall **warrant and defend** the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons ~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Augustus Dickson and Eliza B Dickson hereunto ~~hereto~~ set our hands and seals this twentieth day of July in the year one thousand eight hundred and eighty six

Signed and sealed in presence of &c

Augustus Dickson (Seal)
Eliza B. Dickson (Seal)

Commonwealth of Massachusetts. Middlesex ss. July 23 1886. Then personally appeared the above-named Augustus Dickson and Eliza B. Dickson and acknowledged the foregoing instrument to be their free act and deed before me —

James H. Shedd Justice of the Peace.

July 24 1886, h. m M. Received and entered with Middlesex Deeds, libro 1758 folio 533.

Attest: Chas B. Stevens, Register.

1758-535

337

Know all men by these presents, that we Augustus Dickson and Eliza B. Dickson wife of the said Augustus in her own right both of Malden in the County of Middlesex, ~~in consideration of~~ and Commonwealth of Massachusetts in consideration of One dollar paid by the Middlesex Railroad Company having its usual place of business in Boston in the County of Suffolk and Commonwealth aforesaid. ~~a corporation established under the laws of the Commonwealth of Massachusetts~~, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Middlesex Railroad Company its successors and assigns, all our right title and interest in and to a strip of land of forty feet in width running from Ferry street to Woodlawn street easterly as shown on a "Plan of City Lots between Ferry and Woodlawn streets in Everett, surveyed for Augustus Dickson Scale 60 feet 1 inch and known as Cherry street on said plan"

To have and to hold the ~~above released~~ granted premises, with all the privileges and appurtenances thereto belonging, to the said Middlesex Railroad Company and its successors and assigns, to its and their own use and behoof forever.

~~And hereby, for and assigns that the~~ ~~and heirs, executors, and administrators covenant with the premises are free from all incumbrances made or suffered by~~

~~and that will and and but against none other~~ ~~heirs, executors, and administrators shall warrant and defend the same to the assigns forever against the lawful claims and demands of all persons claiming by, through or under~~

~~And for the consideration aforesaid do hereby release unto the grantee all right of or to both dower and homestead in the granted premises.~~

In witness whereof we the said Augustus Dickson and Eliza B Dickson hereunto ~~hereto~~ set our hands and seals this twenty fourth day of July in the year one thousand eight hundred and eighty six

Signed and sealed in presence of dc

Augustus Dickson (Seal)

Eliza B. Dickson (Seal)

Commonwealth of Massachusetts. Middlesex ss. July 24th 1886. Then personally appeared the above-named Augustus and Eliza B Dickson and acknowledged the foregoing instrument to be their free act and deed before me —

James H. Shedd Justice of the Peace.

July 24 1886, h m M. Received and entered with Middlesex Deeds, libro 1758 folio 535

Attest: Chas B Stevens Register.